



AGENDA

July 5, 2017

CITY COUNCIL MEETING SUCCESSOR AGENCY MEETING

7:00 p.m.

City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

2. ROLL CALL

Vice Mayor: Bonnie Gore
Councilmember: Scott Alvord
Councilmember: Tim Herman
Councilmember: John Allard
Mayor: Susan Rohan

3. PLEDGE OF ALLEGIANCE

4. MEETING PROCEDURES

NOTICE TO THE PUBLIC

All Items on the agenda will be open for the public comment before final action is taken. Speakers are requested to restrict comments to the item as it appears on the agenda and stay within a five (5) - minute time limit. The Mayor has the discretion of limiting the total discussion time for an item.

5. PUBLIC COMMENTS

NOTICE TO THE PUBLIC

Persons may address the City Council on items not on this agenda. Please complete a "Speaker Information Card" and present it to the City Clerk prior to the start of the meeting. Speakers shall restrict their comments to issues that are within the subject jurisdiction of the City Council and limit their comments to three (3) minutes per person. The total time allocated for Public Comment is 25 minutes. The Brown Act, with certain exceptions, does not permit the City Council to discuss or take action on issues that are not listed on the agenda.

6. CONSENT CALENDAR

NOTICE TO THE PUBLIC

All matters listed under Consent Calendar are considered to be routine and all will be passed by one motion. There will be no discussion of these items unless members of the City Council or the public request specific items be removed from the Consent Calendar for separate discussion. Any member of the public may address the City Council on items on the Consent Calendar. Public comments on any item or items on the Consent Calendar are limited to five (5) minutes per speaker

BEGINNING OF CONSENT CALENDAR

Minutes

6.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending Council approve the minutes of the June 6, 2017 City Council Special Budget Workshop, June 7, 2017 City Council Special Budget Workshop, June 7, 2017 City Council/Finance Authority/Housing Authority meeting, June 12, 2017 City Council Special meeting, and June 21, 2017 City Council/Finance Authority/Housing Authority meeting.

CC #: 8624

File #: 0102-03

CONTACT: Sonia Orozco 916-774-5263 sorozco@roseville.ca.us

Bids / Purchases / Services

6.2. 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Associate Engineer Ed Winston and Environmental Utilities Director Richard Plecker recommending Council approve the project plans and specifications and authorize staff to advertise for bids for the 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project which includes rehabilitation of the roofs of two buildings at the Dry Creek Wastewater Treatment Plant. The engineer's cost estimate to complete the construction work for the project is \$70,000.00. The project is funded by the Wastewater Rehabilitation Fund and the South Placer Wastewater Authority.

CC #: 8578

File #: 0900-02-02-1

CONTACT: Edward Winston 916-774-5566 ewinston@roseville.ca.us

6.3. Well Destruction Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Senior Engineer Jose Lopez and Environmental Utilities Director Richard Plecker recommending Council approve plans and specifications and authorize staff to advertise for bids for a project to destroy three older wells and

remove the top-side improvements. The cost of destruction is estimated at \$312,000.00. Funding is provided by the Water Rehabilitation Fund.

CC #: 8597

File #: 0800-02

CONTACT: Jose Lopez 916-774-5688 jlopez@roseville.ca.us

6.4. 2017 Pedestrian Facilities Improvement Project - Award of Project, Construction Agreement, Authorization to Construct Agreement, and Budget Adjustment

Memo from Assistant Engineer Nick Graves and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-302 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SWIERSTOK ENTERPRISE INC. DBA PRO BUILDERS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-303 APPROVING A REIMBURSEMENT AND AUTHORIZATION AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND THE CITY OF ROCKLIN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5849 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is requesting Council award the 2017 Pedestrian Facilities Improvement Project to low bidder, Swierstok Enterprise, Inc. dba Pro Builders in the amount of \$1,497,565.00 with authorization to exceed the award amount by 10% (\$149,756.50) as a construction change order contingency. A budget adjustment in the amount of \$1,964,000.00 is also requested. The project is funded with \$600,000.00 in Federal Congestion Mitigation and Air Quality grant funds, \$850,000.00 in Local Transportation Funds, \$514,000.00 in Gas Tax funds, and \$46,825.08 from the City of Rocklin. No General Funds will be used for this project.

CC #: 8607

File #: 0900-04-02 & 0201-01

CONTACT: Nick Graves 916-746-1300 ngraves@roseville.ca.us

6.5. Energy Industry Data and Information - Service Agreement

Memo from Electric Business Analyst Renee Laffey and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-293 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND E SOURCE COMPANIES LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1805015). This service agreement is for energy industry data and information services. Funding for services totaling \$52,900.00 is included in the FY2017-18 Electric budget for Public Benefits Programs. Staff requests authorization to renew the contract without further Council approval for three additional years through June 30, 2021 pending Council approval of budgets unless the services are determined to not be in the best interest of Roseville

Electric.
CC #: 8593

File #: 0800-03

CONTACT: Renee Laffey 916-774-5671 rlaffey@roseville.ca.us

6.6. Performance Management Software - Service Agreement Amendment and Budget Adjustment

Memo from Information Technology Program Manager Duke Arakaki and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 17-311 APPROVING SERVICE AGREEMENT AMENDMENT NO. 1 BETWEEN THE CITY OF ROSEVILLE AND CORNERSTONE ONDEMAND AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1604118); and adopt ORDINANCE NO. 5848 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a request of Council to increase the total cost of service from \$53,390.00 to \$120,690.00 to pay for years two and three license subscription and maintenance fees for the City's performance management software. Sufficient funds for this purchase were included in the Information Technology Department's 2016-17 budget, however payment wasn't completed due to length of contract negotiation, therefore a budget adjustment is necessary.

CC #: 8614

File #: 0600 & 0201-01

CONTACT: Duke Arakaki 916-774-5212 darakaki@roseville.ca.us

6.7. Laurel T. Stizzo (F-50) Park Project – Agreement and Budget Adjustment

Memo from Park Development Analyst Rjahja Canlas and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-306 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VALLEY CONSTRUCTION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5851 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a request to approve a budget adjustment of \$50,000.00 to fully fund construction and inspection of the Laurel T. Stizzo (F-50) Park Project. The monies will come from the West Roseville Specific Plan Neighborhood Park Development Fund. The scope of work includes installation of a multi-use turf area, a children's play area, swings, adult fitness equipment, an off-street parking lot, a picnic area, landscaping and irrigation. Additive alternatives included as part of the award are the installation of a shade structure over the picnic area and installation of additional play elements. Construction costs for the project is \$1,629,195.00. Staff also requests authorization to approve change order requests in an amount not to exceed 10% of the contracted amount. Funding for the project was originally approved in FY2014-15 through the West Roseville Specific Plan Park

Development Fund. There will be no impact to the General Fund.

CC #: 8611

File #: 0704-01 & 0201-01

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

6.8. Aqueous Ammonia (BACC 03-2016) - Service Agreement Renewal

Memo from Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-301 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE AND ARGO CHEMICAL, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1803207). This services agreement renewal is for the purchase and delivery of aqueous ammonia. This chemical is used in the selective catalytic reduction air pollution control system to reduce emissions of nitrous oxide at the Roseville Energy Park. The estimated annual cost of the agreement is \$66,000.00. Funding is included in the Electric Department's FY2017-18 budget. Staff requests authorization to renew without further Council approval.

CC #: 8604

File #: 0203-03

CONTACT: Babette Owens 916-774-5704 bowens@roseville.ca.us

6.9. Liquid Aluminum Sulfate (BACC 01-2017) - Service Agreement Renewal

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-289 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE AND CHEMTRADE CHEMICALS US, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1803203) as the lowest responsive bid received for BACC 01-2017 for the purchase and delivery of liquid aluminum sulfate for the City's Water Treatment Plant. The total cost of service is \$200,000.00. Funding is included in the Environmental Utilities Department's FY2017-18 budget. Staff requests authorization to renew without further Council approval.

CC #: 8585

File #: 0203-03

CONTACT: Babette Owens 916-774-5704 bowens@roseville.ca.us

6.10. Pressure Treated Wood Poles (RFQ 01-3068) - Purchase Order Renewal

Memo from Buyer Tiffany Valdez and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-290 APPROVING A PURCHASE ORDER RENEWAL BETWEEN THE CITY OF ROSEVILLE AND MCFARLAND CASCADE HOLDINGS, INC. as the lowest responsive bidder to RFQ 01-3068. The Electric Department has a recurring requirement for pressure treated wood poles. The wood poles are provided and installed by Roseville Electric throughout the City. The estimated annual cost is \$80,000.00 or not to exceed budgeted amounts.

Staff requests authorization to renew without further Council approval.

CC #: 8586

File #: 0203-07

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

6.11. Public Safety Vehicle Parts and Services - Service Agreement

Memo from Fleet Manager Brian Craighead and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-291 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND STOMMEL, INC. DBA LEHR AUTO ELECTRIC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1708255) for parts and services utilizing Placer County's Contract BP022836. The total estimated cost for parts and labor services to up-fit three new police vehicles will not exceed \$45,000.00. Funding was included in the Auto Replacement Budget for FY2016-17 and will be rolled over into the FY2017-18 Auto Replacement Budget.

CC #: 8587

File #: 0203-01

CONTACT: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

6.12. Asphalt Products (RFQ 01-3088) - Purchase Order Renewal

Memo from Buyer Tiffany Valdez and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION 17-286 APPROVING A PURCHASE ORDER BETWEEN THE CITY OF ROSEVILLE AND VULCAN MATERIALS COMPANY as the lowest responsive bidder to RFQ 01-3088. The Public Works Street Maintenance Division has annual requirements for asphalt products for street patching. The estimated annual cost is \$300,000.00 or not to exceed budgeted amounts. Funding is included in the Public Works Street Maintenance Division FY2017-18 budget. Staff requests authorization to renew without further Council approval.

CC #: 8581

File #: 0203-13-01

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

6.13. Enterprise Asset Management Consulting Services - Service Agreement Amendment

Memo from Information Technology Senior Business Systems Analyst Kevin Richey and Chief Information Officer Hong Sae recommending Council adopt Resolution No. 17-318 APPROVING SERVICE AGREEMENT AMENDMENT NO. 1 BETWEEN THE CITY OF ROSEVILLE AND SIXTY SEVEN SOLUTIONS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1708232). Staff is requesting Council to approve this amendment to extend the contract to provide additional system operational support, administration and continuous implementations of the City's Maximo Enterprise Asset Management System to modify the amount from \$19,800.00 to \$219,800.00.

Funding is included in the EAM Project CIP-Capital Improvement Project fund.
CC #: 8625

File #: 0203-06

CONTACT: Kevin Richey 916-774-5187 krichey@roseville.ca.us

6.14. Securing Facilities - Service Agreement Renewal

Memo from Parks Supervisor Dave Salter and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-297 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE AND LYONS SECURITY SERVICE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1804056) for the purpose of locking facility restrooms and performing basic inspection services throughout the City's park system. This represents the first of four available renewals. Staff also requests authorization to continue renewing the contract without further Council approval and authorizing the City Manager to sign the remaining agreement renewals pending Council approval of budgets for that year. The cost of this service for FY2017-18 is a not to exceed amount of \$40,000.00. The funding sources are a combination of General Fund and Community Facilities Districts.

CC #: 8600

File #: 0704

CONTACT: Dave Salter 916-746-1783 dsalter@roseville.ca.uss

6.15. Effluent Toxicity Testing and Studies - Service Agreement Renewal

Memo from Environmental Utilities Compliance Administrator Raji Sumbramanian and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-292 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND AQUA SCIENCE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1803162). Staff requests renewal of a service agreement, including four optional one-year renewals authorized by staff, with Aqua-Science, for Effluent toxicity testing and studies prescribed by Dry Creek and Pleasant Grove Wastewater Treatment Plants' National Pollutant Discharge Elimination System Permits. The total annual cost of service will not exceed \$65,000.00. Funding is available in the Environmental Utilities Department's Water Quality Laboratory Operations FY2017-18 budget.

CC #: 8592

File #: 0800-02

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

6.16. Dry Creek Wastewater Treatment Plant Submersible Pumps - Purchase Order

Memo from Senior Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending Council approve a purchase order with Xylem Water Solutions USA Flygt Products for two submersible pumps. These will replace pumps that have reached the end of their useful life. Total cost of the

new pumps is \$55,647.72. Funding is included in the Wastewater Operations Budget.

CC #: 8590

File #: 0203-09

CONTACT: Todd Jordan 916-746-1829 tjordan@roseville.ca.us

6.17. Dry Creek Wastewater Treatment Plant Polymer Blending Unit - Purchase Order

Memo from Senior Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending Council approve a purchase order with VeloDyne for two polymer blending units. These units will replace units that have reached the end of their useful life. Total cost of the new polymer blending units is \$45,065.00. Funding is included in the Wastewater Operations Budget.

CC #: 8589

File #: 0203-09

CONTACT: Todd Jordan 916-746-1829 tjordan@roseville.ca.us

6.18. Dry Creek Wastewater Treatment Plant Digester Gas Mixing Compressor - Purchase Order

Memo from Senior Engineer Todd Jordan and Environmental Utilities Director Richard Plecker recommending Council approve a purchase order with Gardner Denver Nash, LLC for a digester gas mixing compressor. It will replace a critical spare compressor which was used to replace one that reached the end of its useful life. Total cost of the new compressor is \$27,240.19. Funding is included in the Wastewater Operations Budget.

CC #: 8588

File #: 0203-09

CONTACT: Todd Jordan 916-746-1829 tjordan@roseville.ca.us

6.19. Aggregate Products (RFQ 01-3137) - Purchase Orders

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-285 APPROVING PURCHASE ORDERS BETWEEN THE CITY OF ROSEVILLE AND TEICHERT ROCK PRODUCTS, HASTIE'S CAPITOL SAND & GRAVEL COMPANY, AND VULCAN MATERIALS COMPANY for aggregate products. The Public Works Department Streets Division, the Environmental Utilities Department Water and Wastewater Divisions, and the Electric Department have a recurring requirement for various aggregate products, mainly used for the backfilling of trenches created in the course of their daily work. The estimated annual total is \$69,000.00, or not to exceed budgeted amounts. Funding is included in the respective Departments' FY2017-18 year budgets. Staff requests authorization to renew the bid contract without further Council approval.

CC #: 8580

File #: 0203-13-01

CONTACT: Babette Owens 916-774-5704 bowens@roseville.ca.us

6.20. Fuel and Lubricants - Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-288 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND HUNT & SONS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1803168) for the purchase and delivery of fuel and lubricants utilizing the Sacramento Area Council of Governments Master Agreement. The Vehicle Maintenance Department has a recurring demand for fuel and a variety of lubricants, oil, and grease used in their ongoing fleet service operations. Estimated annual cost is \$2,361,000.00 and funding is included in the Automotive Services FY2017-18 budget. Staff requests authorization to renew the bid contract without further Council approval.

CC #: 8584

File #: 0203-02

CONTACT: Babette Owens 916-774-5704 bowens@roseville.ca.us

6.21. Uniform Rental and Cleaning - Service Agreement Amendment

Memo from Buyer Joanna Oukrop and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-294 APPROVING SERVICE AGREEMENT AMENDMENT NO. 1 BETWEEN THE CITY OF ROSEVILLE AND PRUDENTIAL OVERALL SUPPLY AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1403015). Staff recommends Council authorize amendment 1 to service agreement S1403015 with Prudential Overall Supply for uniform rental and cleaning services and lockers on an as-needed basis extending the agreement for one additional year through June 30, 2018 and increasing the total cost of service from \$300,000.00 to \$422,000.00. The amendment includes \$16,000.00 to cover expenses for FY2016-17 that exceeded the initial contract amount. The remaining \$106,000.00 is for FY2017-18. Funding is included in the FY2016-18 and FY2017-18 department budgets for the various Citywide departments using the services.

CC #: 8594

File #: 0203-15

CONTACT: Joanna Oukrop 916-774-5745 joukrop@roseville.ca.us

6.22. Sodium Hypochlorite (BACC 13-2017) - Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-300 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND OLIN CHLOR AKLALI PRODUCTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1803206) as the lowest responsive bid received for BACC 13-2017 for the purchase and delivery 12.5% sodium hypochlorite for the Pleasant Grove Wastewater Treatment Plant, the Water Treatment Plant, the Roseville Energy Park, and the Aquatics Complex. The total cost of service is \$260,000.00. Funding is included in the Environmental

Utilities Department's FY2017-18 budgets.

CC #: 8603

File #: 0203-03

CONTACT: Babette Owens 916-774-5704 bowens@roseville.ca.us

6.23. Auto Parts - Purchase Order

Memo from Fleet Manager Brian Craighead and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-299 APPROVING A PURCHASE ORDER BETWEEN THE CITY OF ROSEVILLE AND RIEBE'S AUTO PARTS, LLC for the purchase of auto parts utilizing National Joint Powers Alliance contract #062916-GPC. The estimated total value of the award is \$70,000.00 yearly, or not to exceed annual budgeted amount. Funding is included in the Automotive Services budget for FY2017-18. Staff requests authorization to renew without further Council approval.

CC #: 8602

File #: 0203-02

CONTACT: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

Resolutions

6.24. Successor Agency - Budget Adjustment

Memo from Administrative Analyst Melissa Hagan and Economic Development Director Chris Robles recommending Council adopt SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF ROSEVILLE RESOLUTION NO. 17-296 AUTHORIZING TRANSFER OF FUNDS. This is a request of Council, acting as the Successor Agency, to approve a budget adjustment in the amount of \$76,600.00 in order to write off the deferred interest receivable for three commercial loans that were deemed uncollectible. This budget adjustment has no impact on the City's General Fund as all activities of the Successor Agency are separate from City operations and funding.

CC #: 8599

File #: 0201-01 & 0103-10-04

CONTACT: Melissa Hagan 916-774-5476 mhagan@roseville.ca.us

6.25.316 Vernon Office Building - Section 179D Energy Efficient Commercial Buildings Tax Deduction Allocation

Memo from Development Services Manager Mike Isom and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-284 APPROVING A TAX DEDUCTION ALLOCATION AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND TM & ASSOCIATES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item concerns a request for the City to execute an agreement allocating a tax deduction for energy efficient buildings permitted under Internal Revenue Code Section 179D related to construction of the City-owned 316 Vernon Street Office Building. Execution of the 179D tax deduction allocation letter and

agreement would potentially result in a positive fiscal impact of \$16,819.20, which would be credited to the Public Facilities Fund – the original funding source for construction of 316 Vernon.

CC #: 8579

File #: 0210

CONTACT: Mike Isom 916-774-5527 misom@roseville.ca.us

6.26. Grant Preparation and Technical Services for Water Infrastructure Projects - Professional Services Agreement Amendment

Memo from Public Affairs Administrator Sean Bigley and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-287 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND STANTEC CONSULTING SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE in the not-to-exceed amount of \$800,000.00 This agreement will continue services that advance Roseville water infrastructure projects to a “shovel-ready” status and positions those projects well for state and federal funding opportunities. All work will be performed within the budget approved by the City Council.

CC #: 8583

File #: 0800-02

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

6.27. Regional Public Affairs Program - Cost Share Agreement Amendment

Memo from Public Affairs Administrator Sean Bigley and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-298 APPROVING A FIRST AMENDMENT TO COST SHARE AGREEMENT FOR WATER PUBLIC AFFAIRS PLANNING AND COMMUNICATION BY AND BETWEEN THE CITY OF ROSEVILLE, THE CITY OF SACRAMENTO, PLACER COUNTY WATER AGENCY AND SAN JUAN WATER DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This proposed First Amendment to the Cost Share Agreement between the City of Roseville, City of Sacramento, Placer County Water Agency (PCWA) and the San Juan Water District will allow PCWA to be reimbursed for additional outreach activities agreed upon by the partnering agencies engaged in the ongoing regional strategic water public affairs program focused on significant water efficiency legislation currently in the State Senate. The proposed additional \$15,000.00 cost share contribution by Roseville for the additional outreach activities will be funded from approved FY17 water outreach budget which is funded through rate revenue from the Water Operations Fund.

CC #: 8601

File #: 0800-02

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

6.28. Strategic, Policy and Technical Support Services for Federal Water Issues -

Professional Services Agreement Amendment

Memo from Public Affairs Administrator Sean Bigley and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-305 APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND MUNICIPAL CONSULTING GROUP, LLP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is recommending approval of a professional services agreement amendment with Municipal Consulting Group, LLP to continue access to strategic, policy and technical support services for federal water issues under a reorganized scope of work and an increased not-to-exceed amount of \$109,900.00 to a new not-to-exceed amount of \$189,900.00. All work will be funded through Environmental Utilities Water Operations Fund which receives revenue from water utility rate charges.

CC #: 8610

File #: 0800-02

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

6.29. Sierra Crossing School/Park Project (W-50A) - Professional Design Services Agreement

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-295 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MARK THOMAS & COMPANY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Sierra Crossing (Parksite W-50A) is located adjacent to Orchard Ranch Elementary School on Loveland and Brookstone Drive and Mark Thomas & Company was selected as the most qualified to complete the construction document preparation. Allocations for the preparation of the construction documents were approved in the FY2016-17 budget through the West Roseville Neighborhood Park Development Fund. Funding for construction has been included in the FY2017-18 Capital Improvement Program budget. Funding for maintenance will be through the Westpark Community Facilities District for Services. There will be no impact to the General Fund.

CC #: 8595

File #: 0704-01

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

6.30. On-Call Landscape Architectural Services - Professional Design Services Agreements

Memo from Park Planning & Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-308 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND VERDE DESIGN, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt

RESOLUTION NO. 17-309 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SCHMIDT DESIGN GROUP, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-310 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND QUADRIGA LANDSCAPE ARCHITECTURE & PLANNING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Parks, Recreation & Libraries Department is projecting a number of Capital Improvement Projects, including new park design and construction and major rehabilitation projects over the next four to five years. Staff recommends awarding agreements to three firms in order to allow for a variety of services, an ability to match the type of project to the firm's expertise, the ability to respond in a timelier basis and to allow for an equitable distribution of work. Funding shall be provided through Capital Improvement Projects as approved during the fiscal year budgets, an approved professional services budget, or developer reimbursements. Project specific quotes will be obtained prior to the start of any work. The three year total is not to exceed \$150,000.00 per firm. There will be no impact to the General Fund.

CC #: 8613

File #: 0704

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

6.31. Interim Joint Use of Outdoor Facilities at Sargeant Elementary School - Memorandum of Understanding

Memo from Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-307 APPROVING A MEMORANDUM OF UNDERSTANDING FOR INTERIM JOINT USE OF OUTDOOR FACILITIES AT SARGEANT ELEMENTARY SCHOOL, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE ROSEVILLE CITY SCHOOL DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This Memorandum of Understanding (MOU) is for interim joint use of outdoor facilities at Sargeant Elementary School until such time as a master joint use agreement is developed and agreed upon or until August 31, 2017, whichever comes first. The MOU outlines an agreement to manually lock/unlock a gate at Sargeant Elementary School/Dietrich Park using a combination of District/City staff and a security company. The cost specifically associated with the third party security firm will be evenly split between the District and the City. The Parks Recreation & Libraries Department will absorb the City's portion of approximately \$150.00 per month through the operations budget.

CC #: 8612

File #: 0704

CONTACT: Dion Louthan 916-774-5131 dlouthan@roseville.ca.us

6.32. Point-to-Point Transmission Service Agreement

Memo from Electric Resource Analyst Petra Wallace and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO.

17-304 APPROVING A SERVICE AGREEMENT FOR POINT-TO-POINT TRANSMISSION SERVICE EXECUTED BY THE UNITED STATES OF AMERICA DEPARTMENT OF ENERGY ACTING BY AND THROUGH THE BONNEVILLE POWER ADMINISTRATION AND CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This agreement will allow the City to purchase physical capacity for the transmission of electric power. There is no fiscal impact associated with the execution of the Transmission Service Agreement as it is an enabling agreement.

CC #: 8609

File #: 0800-03

CONTACT: Petra Wallace 916- 774-5510 pwallace@roseville.ca.us

6.33. Oak Ridge Drive Bridge Replacement Project - Professional Services Agreement

Memo from Associate Engineer Hossein Naghibzadeh and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-312 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PARAGON PARTNERS, LTD., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve the professional services agreement for right-of-way appraisals and acquisition services for the replacement of the bridge over Linda Creek on Oak Ridge Drive in the amount of \$53,928.00. The project is fully funded by the federally-funded Highway Bridge Program. No General Funds will be used on this project.

CC #: 8615

File #: 0900-04-01

CONTACT: Hossein Naghibzadeh 916-746-1300
hnaghibzadeh@roseville.ca.us

Ordinances (for second reading and adoption)

6.34. Second Reading - Municipal Code Amendment - Repeal of Public Dance Ordinance and Entertainment Ordinance Amendment

ORDINANCE NO. 5852 OF THE COUNCIL OF THE CITY OF ROSEVILLE REPEALING CHAPTER 9.40 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC DANCE PERMITS AND AMENDING CHAPTER 9.45 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ENTERTAINMENT ESTABLISHMENTS, for second reading and adoption.

CC #: 8623

File #: 0300

CONTACT: Dee Dee Gunther 916-774-5015 ddgunther@roseville.ca.us

Reports / Requests

6.35. Fiddymment Ranch Phase 2A - Large Lot Final Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council approve the Fiddymment Ranch Phase 2A Large Lot final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 16 large lots for future development and 3 community park lots. The actions requested have no fiscal impact to the City's General Fund.

CC #: 8582

File #: 0400-07

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

END OF CONSENT CALENDAR

7. SPECIAL REQUESTS/REPORTS/PRESENTATION

7.1. Downtown Roseville Partnership - Annual Report

Memo from Development Analyst Bill Aiken and Economic Development Director Chris Robles with the Downtown Roseville Property & Business Improvement District's annual report to Council.

CC #: 8598

File #: 0206-10-01

CONTACT: Bill Aiken 916-774-5271 baiken@roseville.ca.us

7.2. 800 Megahertz Radio System Replacement - Service Agreements and Out of State Travel Request

Memo from Information Technology Analyst Karl Grover and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 17-314 APPROVING A SYSTEM SALES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND E.F. JOHNSON COMPANY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-315 APPROVING A SYSTEM SALES CONTRACT BY AND BETWEEN THE CITY OF ROSEVILLE AND ZETRON, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-316 APPROVING A COMMUNICATION PRODUCTS AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MOTOROLA SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-317 APPROVING A 5% CONTINGENCY TO AGREEMENTS FOR 800 MHZ RADIO SYSTEM REPLACEMENT PROJECT. This item requests approval of service agreements with three companies to replace the City's existing 800 Megahertz radio system. The service agreement with EF Johnson (#K1701073) is not to exceed \$5,034,689.85. The service agreement with Zetron (#K1701074) is not to exceed \$632,181.04. The service agreement with Motorola (#K1701075) is not to exceed \$763,539.00. Additionally, staff

requests authorization for the Chief Information Officer to approve change orders up to an additional 5% (\$329,475.49) of the service agreements, to cover the costs of unexpected changes to the project scope or schedule. Staff also recommends Council approve out of state travel for (3) City staff members to Texas for infrastructure training purposes. Training costs are covered within the EF Johnson contract.

CC #: 8622

File #: 0800-05

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

7.3. Request for Council Discretionary Funds - Excel Roseville

Memo from Management Assistant Amy Ruiz and City Clerk Sonia Orozco with a request of Council to consider a request from Excel Roseville for Council Discretionary Funds in an amount up to \$15,000.00 to cover expenses for their after school care, summer day camps, agriculture program, and parent club available to Roseville residents.

CC #: 8591

File #: 0102

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

7.4. Request for Council Discretionary Funds - Roseville Crime Stoppers

Memo from Management Assistant Amy Ruiz and City Clerk Sonia Orozco with a request of Council to consider a request from Roseville Crime Stoppers for Council Discretionary Funds in the amount of \$1,000.00 to sponsor its Annual Fourth of July Fun Run.

CC #: 8605

File #: 0102

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

7.5. Request for Council Discretionary Funds - Health Education Council

Memo from Management Assistant Amy Ruiz and City Clerk Sonia Orozco with a request of Council to consider a request from Health Education Council for Council Discretionary Funds in the amount of \$2,500.00 for printing and mailing of a survey to approximately 2000 Roseville Residents in the Roseville Heights, Cherry Glen, and Theiles Manor neighborhoods.

CC #: 8606

File #: 0102

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

8. APPOINTMENTS

8.1. Board and Commission Bi-Annual Vacancies

Memo from City Clerk Technician Helen Dreyer and City Clerk Sonia Orozco recommending Council appoint one (1) individual to the Design Committee from the applications received from Terrilyn E. Salter, and Daniel Wesp; and appoint two (2) individuals to the Planning Commission from the applications received

from Scott Gregory, Clifford R. Haggenjos, Jr., Charles Krafka, Joseph McCaslin, Charles Kent McClain, Neil Peacock, Robert Sanchez, and Louise (Sandy) Santiago; and appoint three (3) individuals to the Public Utilities Commission from the applications received from Clifford R. Haggenjos, Jr., Robert Lyss, Charles Kent McClain, John Jay Speight, John P. Vertido, and James H. Viele; and appoint Naaz Alikhan, Stephanie Dement, and Jason Hartmann to the Economic Development Advisory Committee; and appoint K. Ellaison Carroll and Robert Lyss to the Roseville Grants Advisory Commission.

CC #: 8577

File #: 0103, 0103-07-02, 0103-08-02, 0103-09-02, 0103-34-02, 0103-44-02

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

9. PUBLIC HEARING

NOTICE TO THE PUBLIC

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

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

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

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

9.1. Municipal Code Amendment - Marijuana Regulations

Public Hearing continued to the City Council meeting of August 2, 2017.

CC #: 8616

File #: 0800-06

CONTACT: Greg Bitter 744-5294 gbitter@roseville.ca.us

Joseph Speaker 774-5329 jspeaker@roseville.ca.us

10. COUNCIL / STAFF / REPORTS/ COMMENTS

11. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 8624
File #: 0102-03

Title: Minutes of Prior Meetings
Contact: Sonia Orozco 916-774-5263 sorozco@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 6.1.

RECOMMENDATION TO COUNCIL

Approve the minutes of the June 6, 2017 City Council Budget Workshop, June 7, 2017 City Council Special Budget Workshop, June 7, 2017 City Council/Finance Authority/Housing Authority meeting, June 12, 2017 City Council Special meeting, and June 21, 2017 City Council/Finance Authority/Housing Authority meeting.

BACKGROUND

There is no background information associated with this item.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ECONOMIC DEVELOPMENT / JOBS CREATED

There is no economic development associated with this item.

ENVIRONMENTAL REVIEW

There is no environmental review required by this item.

Respectfully Submitted,

Sonia Orozco, City Clerk

ATTACHMENTS:

Description

June 6, 2017 City Council Budget Workshop

June 7, 2017 City Council Budget Workshop

June 7, 2017 City Council/Finance/Housing

June 12, 2017 City Council Special Meeting

June 21, 2017 City Council/Finance/Housing



MINUTES

June 6, 2017

CITY COUNCIL SPECIAL BUDGET WORKSHOP

4:00 p.m.

City Council Chambers

311 Vernon Street

Roseville, California

1. CALL TO ORDER

Mayor Susan Rohan opened the June 6, 2017 City Council Special Budget Workshop at 4:00 p.m.

2. ROLL CALL

Present: Herman, Allard, Rohan

Absent: Gore, Alvord

Vice Mayor: Bonnie Gore
Councilmember: Scott Alvord
Councilmember: Tim Herman
Councilmember: John Allard
Mayor: Susan Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Drew Morrison.

4. MEETING PROCEDURES

Mayor Rohan announced the procedures for the workshop.

5. PUBLIC COMMENTS

No public comment received.

6. SPECIAL REQUESTS/REPORTS/PRESENTATION

6.1. BUDGET WORKSHOP

- A. Introduction - Rob Jensen, City Manager
- B. Fiscal Overview - Jay Panzica, Chief Financial Officer
- C.
 - 1. Development Services
 - 2. Public Works
 - 3. Parks and Recreation
 - 4. Police
 - 5. Fire
 - 6. Electric
 - 7. Environmental Utilities

CONTACT: Jay Panzica 916-774-5362 jpanzica@roseville.ca.us

Introduction - Rob Jensen, City Manager

City Manager Rob Jensen made the introductory presentation and outlined budget schedule as follows:

October 11, 2016 - Council Goals Workshop #1

- Maintain core services
- Identified new goal - Enhance Core Neighborhoods
- Direction to adopt policy to fund Other Post Employee Benefits (OPEB)
- Direction to engage community in service level discussion

February 2, 2017 - Council Goals Workshop #2

- Confirm actions from Workshop #1
- Direction to form Community Priorities Advisory Committee

April 17, 2017 - Budget Workshop #1

- Identified \$2.0 million in general fund budget shortfall
- Received Council direction to balance budget

June 6-7 - Budget Workshop #2

- City-wide budget presentation
- Current fiscal position and trends
- Department operating budgets
- Capital Improvement Projects

June 21, 2017 - Budget Adoption

The June 6, 2017 meeting is to define the City's overall fiscal position

- General Fund
- Utilities
- Enterprise Funds

Define the City's general fund fiscal position

- Revenue

- Expenses
- Trends Challenges

Requesting Council confirmation/direction on:

- Allocation of discretionary general fund revenues
- Appropriate Service levels
- Utility Operations
- Capital Improvement Projects

City Manager Rob Jensen outlined Council Priorities as follows:

- Public Safety
- Fiscal Soundness
- Economic Development
- Sound and Stable Utilities
- Great Downtown
- Infrastructure
- Legislative Advocacy
- Civic Engagement
- Core Neighborhoods

Budget Principles

Principles:

- Fiscally Sustainable
- Maintain Core Services
- Civic Engagement

Fiscal Sustainability:

Balanced Budget:

- Match revenues with expenses
- No use of reserve funds
- Establish Appropriate Emergency Reserve Funds

Council Adopted Internal Service Fund Policies:

- General Liability
- Workers Compensation
- Automotive Replacement
- OPEB

New CIP Rehabilitation Internal Service Funds:

- IT Rehab
- Building Maintenance Rehab
- Equipment Replacement
- Parks, Recreation and Libraries Rehab

Reviewed: General Fund Budget Revenue and Expenses, Operating Expenses, Department Expenses, Internal Service Funds, OPEB, CIP Rehab Service Funds, budget challenges, staff reductions, and actions to address budget issues:

- Live within our means = match expenses to revenues
- Established policies to fund obligations first
- Partnered with labor groups to reduce long term pension costs and other post retirement benefits

- Moved labor costs to median in market
- Performed performance audits of all departments to maximize efficiencies
- Contracted out for services where cost saving would be realized
- Engaged in State and Federal legislation to protect interests

Next Steps - Engage Roseville

- Council direction to initiate community process to evaluate General Fund operations and revenues
- Balance fiscal stability, long-term obligations, and valued services
- Gather feedback about quality of life services important to the broader community
- Inform residents about City's fiscal situation, including revenue, expenses and challenges
- Highlight tradeoffs associated with allocating limited resources
- Align resources with community's priorities
- Support continued transparency of decision making process
- Extensive community participation essential
- Inform Council about the type of community residents want and services they value

Fiscal Overview - Jay Panzica, Chief Financial Officer

Chief Financial Officer Jay Panzica made the Fiscal Summary presentation to Council including citywide budget, impact of new Internal Service Funds, staffing levels, General Fund Budget, 5-year General Fund forecast, support department overviews, and enterprise funds.

Topics included: FY2018 Citywide Revenue and Expenditures by resource categories and additional budget add-ins including:

- Add \$250k in appropriations for Litigation Reserve fund
 - Funds are available
 - Funds, however were not included in the budget document
- Add \$400k appropriations for the Citizen's Benefit Trust
 - Funds are available but were not included in the budget document

Both will be included in the final adopted budget that will be distributed in July

Bruce Hodgman, spoke in support of public safety funding and staffing and on general duty violations.

General Fund - Jay Panzica, Chief Financial Officer

Chief Financial Officer Jay Panzica made the General Fund Support budget presentation to Council. Presentation included the following:

- City Council
- City Manager
- City Clerk
- City Attorney
- Finance
- Information Technology
- Human Resources
- Central Services
 - Building Maintenance

- Purchasing
 - Fleet
- Public Affairs & Communications

Chief Financial Officer Panzica outlined departmental budgets and citywide technology and capital improvement projects.

Council questions included contracting services, internet sales tax, PERS costs.

Kirk Uhler, Placer County Supervisor - Spoke to sales tax collection, on-going costs for personnel and PERS obligations.

Pete Constant - CEO-Retirement Security Initiative, spoke to CalPers calculations and retirement costs.

April Marciel, spoke on employee and consultant travel costs, safety of community and the Citizen Benefit Trust Fund.

Richard Tepolt, spoke on concentrating on necessities.

Development Services - Kevin Payne, Development Services Director
Development Services Director Kevin Payne made the Development Services budget presentation to Council.

No public comment received.

Mayor Rohan recessed the meeting at 5:50 p.m.

Mayor Rohan reconvened the meeting at 6:00 p.m.

Public Works - Rhon Herndon, Public Works Director
Public Works Director Rhon Herndon made the Public Works budget presentation to Council.

No public comment received.

Parks and Recreation - Dion Louthan, Parks, Recreation & Libraries Director
Parks, Recreation & Libraries Director Dion Louthan made the Parks and Recreation budget presentation.

Council questions included dollar savings and attendance numbers for reducing one concert in the Vernon Street Town Square, attendance numbers at the Maidu Museum, and reduction and service level impacts for reduced tree pruning. Staff to report back with data regarding questions prior to budget adoption on June 21, 2017.

No public comment received.

Police Department - Daniel Hahn, Police Chief
Police Chief Daniel Hahn made the Police budget presentation to Council.

Council questions included moving school officer to patrol.

No public comment received.

Fire Department - Rick Bartee, Fire Chief

Fire Chief Rick Bartee made the Fire budget presentation to Council.

Council questions included new truck and equipment and what occurred with old truck.

John Morrison - addressed information from fire union regarding claims of service level reductions.

Greg Barnes - requested Council delay fire department budget reduction of \$800,000 in overtime until Community Priority Advisory Committee is formed and provides information to Council and inquired if staffing levels are down nine positions.

Ronald Sidhu - requested Council consider not reducing officers from four to three on ladder trucks and requested information on department functions and apparatus.

Ethan Fritch - spoke on concerns regarding safety of officers and requested information from Chief Bartee on safety of firefighters.

Michael Daw - Executive Director of the Firefighters Burn Institute, spoke on appropriate safety levels, the human element of firefighting, on allocation of funds on hiring more officers verses overtime with existing officers.

Dave Lauchner - Captain, Sacramento Fire Department, provided information on staffing levels on fire trucks, on firefighting tactics and safety concerns and urged Council to not make a decision until the Community Priority Advisory Committee.

Richard Tepolt - spoke on protection class, on overtime and stated city has a policy which is unacceptable regarding hiring vacancies in the Fire Department and inquired on Emergency Preparedness.

Pete Constant - retired public safety officer, spoke on difficulty of closing structural problems with current and future budgets and on disappointment on tactics of fear spread in the community, and encouraged Council to make choices that best serves the whole community.

Mike Fuller - spoke on support of public safety and requested complete staffing and inquired on fire department staffing vacancy percentage.

Jason Jasmine - representative attorney for fire union, speaking on his own behalf, commented that response times will suffer if the Council reduces staffing on ladder trucks and feels that decisions will harm the public.

Mayor Rohan stated that a large amount of technical information and questions were asked and requested staff report back with written feedback on the technical

information. Requested information be a high level overview. Mayor Rohan requested Council concur that information be provided in written format. The public would be able to obtain information as a matter of public record.

Councilmember Allard inquired when data would be provided. Councilmember Allard stated concerns that public attending meeting and watching the meeting would not get the information.

Fire Chief Bartee spoke to the meet and confer process occurring and inquired that City Attorney Bob Schmitt provide information on process to provide information.

City Attorney Bob Schmitt stated details of some of the concerns are in the meet and confer process and informed Council only a general high level general response would be appropriate at this stage.

City Manager Rob Jensen responded information will be provided in a timely manner and that adoption of the budget does not implement any staffing changes on ladder trucks. Any changes to staffing levels for the fire fighters and ladder trucks will occur at a future meeting.

Fire Chief Bartee responded to the families of the fire fighters that any changes implemented would occur with their safety mind, and held at the highest standards we can provide, and with the safety of the community in mind.

Fire Chief Bartee spoke to the hiring process for nine new fire fighters and spoke on general timeline.

Meeting was temporarily closed. The remaining budget presentations for the Electric Department and the Environmental Utilities Department would be held over to Wednesday, June 7th at 5:00 p.m.

7. COUNCIL / STAFF / REPORTS/ COMMENTS

No reports or comments provided.

8. ADJOURNMENT

Motion by John Allard, seconded by Tim Herman, to adjourn the meeting to June 7, 2017 at 5:00 p.m.. The Motion Passed.

Roll call vote: Ayes: Allard, Herman, Rohan

Susan Rohan, Mayor

Sonia Orozco, City Clerk



MINUTES

June 7, 2017

CITY COUNCIL SPECIAL BUDGET WORKSHOP 5:00 p.m. City Council Chambers 311 Vernon Street Roseville, California

1. CALL TO ORDER

Mayor Susan Rohan opened the adjourned City Council Special Budget Workshop at 5:00 p.m.

2. ROLL CALL

Present: Herman, Allard, Rohan
Absent: Gore, Alvord

Vice Mayor:	Bonnie Gore
Councilmember:	Scott Alvord
Councilmember:	Tim Herman
Councilmember:	John Allard
Mayor:	Susan Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Boy Scout Christopher Hamm.

4. MEETING PROCEDURES

Mayor Rohan announced the procedures for the workshop.

5. PUBLIC COMMENTS

Fire Captain Ryan Harrigan, representing Union 1592, spoke to truck staffing, budget cuts, increase in response times and the Fire Department's overtime budget.

6. SPECIAL REQUESTS/REPORTS/PRESENTATION

6.1. BUDGET WORKSHOP

- A. Introduction - Rob Jensen, City Manager
- B. Fiscal Overview - Jay Panzica, Chief Financial Officer
- C.
 - 1. Development Services
 - 2. Public Works
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 - 4. Police
 - 5. Fire
 - 6. Electric
 - 7. Environmental Utilities

CONTACT: Jay Panzica 916-774-5362 jpanzica@roseville.ca.us

The budget presentations continued where they left off on June 6th.

Environmental Utilities - Rich Plecker, Environmental Utilities Director
Environmental Utilities Director Rich Plecker made the Environmental Utilities budget presentation to Council.

No public comment received.

Electric - Michelle Bertolino, Electric Utility Director
Electric Utility Director Michelle Bertolino made the Electric budget presentation to Council.

No public comment received.

Council changes to budget: Council requested staff respond with information on costs associated with reducing non-routine tree maintenance, reduction of one concert at the Vernon Street Town Square, attendance numbers at the Maidu Interpretive Center, and fire department overtime prior to the June 21, 2017 City Council meeting. Council also directed City Manager and Fire Chief investigate any fee recovery or revenue generation methods.

Councilmember Allard and Herman thanked staff for presenting budget materials and thanked the public for input.

Mayor Rohan stated appreciation for budget book readability and thanked the public for input.

Consensus to direct the City Manager to proceed by bringing the budget proposal to the City Council on June 21, 2017.

7. COUNCIL / STAFF / REPORTS/ COMMENTS

No Council/Staff reports presented.

8. ADJOURNMENT

Motion by John Allard, seconded by Tim Herman, to adjourn the meeting at 5:49 p.m. The Motion Passed.

Roll call vote: Ayes: Allard, Herman, Rohan

Susan Rohan, Mayor

Sonia Orozco, City Clerk



MINUTES

June 7, 2017

CITY COUNCIL MEETING FINANCE AUTHORITY MEETING HOUSING AUTHORITY MEETING

7:00 p.m.

City Council Chambers
311 Vernon Street
Roseville, California

1. CALL TO ORDER

Mayor Rohan called the June 7, 2017 City Council/Finance Authority/Housing Authority meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Allard, Herman, Rohan

Absent: Gore, Alvord

Vice Mayor: Bonnie Gore
Councilmember: Scott Alvord
Councilmember: Tim Herman
Councilmember: John Allard
Mayor: Susan Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Allard.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PUBLIC COMMENTS

Dain Lyon, representing the Placer County Fair, announced June 22 to June 25 event and extended invitation to Council.

6. CONSENT CALENDAR

Motion by Tim Herman, seconded by John Allard, to approve the Consent Calendar as recommended. The Motion Passed.

Roll call vote: Ayes: Allard, Herman, Rohan

Absent: Alvord, Gore

BEGINNING OF CONSENT CALENDAR

Minutes

6.1. Minutes of Prior Meetings

Memo from City Clerk Sonia Orozco recommending Council approve the Minutes of the May 10, 2017 City Council Meeting, and May 17, 2017 City Council/Finance Authority/Natural Gas Financing Authority Meeting.

CC #: 8492

File #: 0102-03

CONTACT: Sonia Orozco 916-774-5263 sorozco@roseville.ca.us

Bids / Purchases / Services

6.2. Sierra Gardens Transfer Point Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Assistant Engineer Cathy Gosalvez and Public Works Director Rhon Herndon recommending Council approve the plans and specifications for the Sierra Gardens Transfer Point Project and authorize staff to call for bids. The project will provide transit riders with a more convenient and comfortable fixed-route service and improve pedestrian and bicycle access. Proposed improvements include passenger shelters and benches, bicycle facilities, and passenger boarding areas with improved ADA access. The project also involves roadway improvements including street rehabilitation, sidewalk replacements, curb ramps upgrades, crosswalk improvements, and concrete bus turnouts. The construction estimate is \$1,715,000.00 and will be funded with Roadway Funds and Transportation Development Act Funds. No General Funds are allocated for this project.

CC #: 8513

File #: 0721

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

6.3. West Side Tank and Pump Station Project Phase 1 - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Senior Engineer George Hanson and Environmental Utilities Director Richard Plecker recommending Council approve the West Side Tank and Pump Station Phase 1 grading plans and specifications and authorize staff to call for bids. Grading is necessary to allow construction of the West Side Tank and Pump Station capital improvement project. The Phase 1 improvements are estimated to cost \$200,000.00 and would be paid from the existing project budget which is funded by capacity fees provided by development.

CC #: 8517

File #: 0900-02

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

6.4. Carbon Dioxide, Refrigerated Liquid (RFQ 01-3128) – Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-213 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND AVIATE ENTERPRISES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703266). Staff recommends Council approve a service agreement with Aviate Enterprises, Inc. for Carbon Dioxide, Refrigerated Liquid (CO2) for two community swimming pools and the splash pad at the Vernon Street Town Square. Carbon Dioxide is used to control the pH of swimming pools to keep the water sanitized and safe for public use. The estimated total for the initial contract term is \$55,000.00. Funding for \$10,000.00 is included in the Parks, Recreation and Libraries Department's Aquatics Division FY2016-17 budget and funding for the remaining \$45,000.00 is included in the FY2017-18 proposed budget. Staff requests authorization to renew without further Council approval.

CC #: 8503

File #: 0203-03

CONTACT: Babette Owens 916-774-5704 bowens@roseville.ca.us

6.5. Emission Chemical and Gases (RFQ 01-3014) - Service Agreement Renewal

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-214 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND MATHESON TRI-GAS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1803214). Staff recommends Council authorize a service agreement renewal with Matheson Tri-Gas, Inc. for the purchase and delivery of emission chemicals and gases which are used to calibrate emissions monitoring equipment at the Roseville Energy Park and Energy Park 2. The estimated annual total of this agreement is \$50,000.00, not to exceed budgeted amount. Funding is included in the Electric Department's FY2017-18 budget. Staff requests authorization to renew without further Council approval.

CC #: 8505

File #: 0203-07

CONTACT: Babette Owens 916-774-5704 bowens@roseville.ca.us

6.6. Police Department Generator Replacement (RFQ 01-3129) - Service Agreement

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-218 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND CABAR ELECTRIC, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703525). Staff recommends Council approve a service agreement with Cabar Electric, Inc. for the materials and labor to replace the indoor generator at the Police Department. This generator needs to be replaced due to age, lack of spare parts, and the high cost of maintenance. The total value for the contract award is \$224,424.00. and funding is included in the FY2016-17 General CIP Rehabilitation budget.

CC #: 8508

File #: 0203-12

CONTACT: Babette Owens 916-774-5704 bowens@roseville.ca.us

6.7. Office and Cubicle Design and Reconfiguration Service Agreements

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-215 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SIERRA VALLEY MOVING & STORAGE INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S170801A); and adopt RESOLUTION NO. 17-216 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND VERTEX OFFICE SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S170802A). Staff recommends Council authorize service agreements with Sierra Valley Moving and Vertex Office Solutions to provide cubicle design and installation services on an as needed basis throughout the City. Each agreement includes four optional one year renewals. The total annual value of each agreement is \$100,000.00, not to exceed annual budgeted amounts. Staff requests authorization to continue utilizing each contract without further Council approval until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest including authorization for the City Manager to sign optional renewal agreements pending Council approval of budgets for that year.

CC#: 8506

File#: 0203-04

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

6.8. Power Plant Water Pump Purchases And Servicing - Sole Source Service Agreement

Memo from Power Generation Superintendent Matt Garner and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-211 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND SULZER PUMPS, INC., AND AUTHORIZING THE CITY

MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1703230). This item requests approval of a sole source service agreement with Sulzer Pump Services (US) Inc. for the purchase of Sulzer brand pumps, pump parts, and to service pumps for the Roseville Energy Park. This agreement is for a one-year term funded for \$150,000.00, and allows for four optional one-year renewal agreements. Total agreement duration is not to exceed five years and the total agreement value is not to exceed \$750,000.00, based on an estimated annual budget of \$150,000.00. Funding is included in the Electric Operations Fund budget for FY2016-17 and is subject to City Council approval of future year budgets for renewal agreements.

CC #: 8497

File #: 0203-07

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

6.9. Sports Officiating - Service Agreement Renewals

Memo from Recreation Coordinator Christopher Pelzman and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-223 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND HAWKINS OFFICIATING SERVICE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1805159); and adopt RESOLUTION NO. 17-224 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND HAWKINS OFFICIATING SERVICE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1805158). Staff is recommending Council approve the extension of the current service agreements between the City and Hawkins Officiating Service to provide sports officiating services for the adult basketball, volleyball, and flag football programs for the Parks, Recreation & Libraries Department in the amount of \$45,000.00 (volleyball & flag football) and \$40,000.00 (basketball) for FY2017-18. The funds for these service agreements have been allocated through the Parks, Recreation & Libraries Operating Budget. Fees are collected from participating teams and players to offset 100% of cost associated with this agreement.

CC #: 8514

File #: 0704

CONTACT: Christopher Pelzman 916-774-5977 cpelzman@roseville.ca.us

6.10. On-Call Inspection Services - Service Agreement

Memo from Park Planning and Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-236 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND 4LEAF, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1705017). The estimated cost from date of award through June 30, 2018 is a not-to-exceed amount of \$250,000.00. In anticipation of the upcoming construction season, the intent of this service agreement is to utilize these services when demand exceeds in-house capacity. This will allow for more

responsiveness to contractor and developer needs along with enhancing quality control. The on-call services does not guarantee an annual amount of work and is in place on an "as needed" basis. Work performed under this service agreement will utilize developer fees and/or capital improvement project accounts. Staff will return to Council each fiscal year to renew the service agreement for additional one year increments and will request authorization to spend a predetermined not-to-exceed amount associated with the extension. There will be no General Fund impact.

CC #: 8527

File #: 0704

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

6.11. Sports Officiating - Service Agreement Renewal

Memo from Recreation Coordinator Christopher Pelzman and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-221 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF ROSEVILLE AND SUNRISE OFFICIALS ASSOCIATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (\$1805163). Staff recommends Council approve the extension of the current service agreement between the City and Sunrise Officials Association to provide sports officiating services for the adult softball program for the Parks, Recreation & Libraries Department in the amount of \$55,000.00 for FY2017-18. The funding for the agreement has been allocated through the Parks, Recreation & Libraries Operating Budget. Fees are collected from participating teams and players to offset 100% of cost associated with this agreement.

CC #: 8511

File #: 0704

CONTACT: Christopher Pelzman 916-774-5977 cpelzman@roseville.ca.us

6.12. Library ebooks - Purchase Authority Increase

Memo from Library Supervisor Rendi Hodge and Parks, Recreation & Libraries Director Dion Louthan recommending Council approve an increase of purchase authority from \$20,000.00 to \$34,000.00 on Purchase Order P1702474 with cloudLibrary™ /Bibliotheca. This is to purchase ebooks for the Roseville Public Library's collection. The estimated cost of the ebooks is up to \$34,000.00 and is included in the approved FY2016-17 Parks, Recreation & Libraries budget.

CC #: 8498

File #: 0203-10

CONTACT: Rendi Hodge 916-774-5240 rhodge@roseville.ca.us

6.13. Ford F-350 with Utility Body (RFQ 01-3132) - Purchase Order

Memo from Buyer Tiffany Valdez and Central Services Director Paul Diefenbach recommending Council authorize a purchase order to Oroville Ford as the lowest responsive bidder for RFQ 01-3132 for one Ford F-350 with utility body to replace

vehicle number 01-373. The truck is used daily for preventative maintenance and trouble-shooting of mechanical and electrical issues. The total cost of the vehicle, including tax and options, is \$64,148.94. Funding for this vehicle is included in the FY2016-17 Auto Replacement Budget.

CC #: 8499

File #: 0203-01

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

6.14. Citywide Telephone System Maintenance - Purchase Order Amendment

Memo from Information Technology Program Manager Matt Donaldson and Chief Information Officer Hong Sae recommending Council approve an increase to the amount authorized for a purchase order with Altura Communication Solutions. Since the original Council approval, an upgrade to the phone system has been performed that included new call management software, which increases the cost of maintenance by \$9,832.84 from \$65,000.00 to \$75,000.00. Funding is included in the Information Technology Department's FY2016-17 budget.

CC #: 8496

File #: 0203-05

CONTACT: Matt Donaldson 916-774-5405 mdonaldson@roseville.ca.us

Resolutions

6.15. City Wide Paint Project - Notice of Completion

Memo from Facility Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-210 ACCEPTING THE PUBLIC WORK KNOWN AS THE CITY WIDE PAINT PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE CENTRAL SERVICES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of the Notice of Completion for the City Wide Paint Project. The total cost of the construction contract was \$84,900.00. The project was funded under the General CIP Rehabilitation Fund.

CC #: 8495

File #: 0203-04

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

6.16. Police Department Roof Repair - Notice of Completion

Memo from Facilities Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-219 ACCEPTING THE PUBLIC WORK KNOWN AS THE RPD ROOF REPAIR PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING THE CENTRAL SERVICES DIRECTOR TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of the Notice of Completion for the Police Department Roof Repair. The total cost of the construction contract was \$73,407.00. The project

was funded under the General CIP Rehabilitation Fund.

CC #: 8509

File #: 0900-06

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

6.17. Old Auburn Ranch - Certificate of Completion

Memo from Construction Inspector Tim Rath and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-207 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS THE Old Auburn Ranch PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of this project and has found the roadway infrastructure work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 8487

File #: 0400-04-17-1

CONTACT: Tim Rath 916-774-5252 trath@roseville.ca.us

6.18. Westpark Phase 4 - Village W-18B Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council approve the Westpark Phase 4 - Village W-18B final map and adopt RESOLUTION NO. 17-230 APPROVING A SUBDIVISION AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND PULTE HOME COMPANY, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 57 residential lots and one lettered lot. The actions requested have no fiscal impact to the City's General Fund.

CC #: 8518

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

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

6.19. Rebate Processing System and Database - Professional Services Agreement Amendment

Memo from Electric Business Analyst Renee Laffey and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-209 APPROVING A THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CRMORBIT, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of an

amendment to the crmOrbit Inc. (Energy Orbit) contract for a hosted rebate processing and database system. This amendment extends the term of the contract for one year and increases the cost of the contract by \$91,691.00, bringing the total cost of the agreement to \$522,146.00. Funding for the additional work is contingent Council's approval of the FY2017-18 Electric Utility budget for public benefits programs and the FY2017-18 Environmental Utilities Department Water Efficiency budget.

CC #: 8489

File #: 0800-03

CONTACT: Renee Laffey 916-774-5671 rlaffey@roseville.ca.us

6.20. West Roseville Specific Plan Westpark Parcel W-4, W-7, Village 1 and Village 2 Transit Bus Shelter Construction Fee Agreements for Bus Shelters #180, #183, #185 and #195

Memo from Administrative Technician Anita Giordano and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-225 APPROVING A TRANSIT BUS SHELTER CONSTRUCTION FEE AGREEMENT BETWEEN CITY OF ROSEVILLE AND PL ROSEVILLE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-226 APPROVING A TRANSIT BUS SHELTER CONSTRUCTION FEE AGREEMENT BETWEEN CITY OF ROSEVILLE AND PL ROSEVILLE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-227 APPROVING A TRANSIT BUS SHELTER CONSTRUCTION FEE AGREEMENT BETWEEN CITY OF ROSEVILLE AND PL ROSEVILLE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-228 APPROVING A TRANSIT BUS SHELTER CONSTRUCTION FEE AGREEMENT BETWEEN CITY OF ROSEVILLE AND PL ROSEVILLE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item requests approval of the conversion of Deferred Improvement Agreements to Transit Bus Shelter Construction Fee Agreements between the City and PL Roseville, LLC, (Pulte Homes) for the construction of Bus Shelters #180, #183, #185 and #195, and authorizing the City Manager to execute them on behalf of the City. The bus shelters may not be needed until the area is more built out which may take several years. There will be no fiscal impact on the City's General fund or the Local Transportation Fund.

CC #: 8515

File #: 0721

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

6.21. 401 Oak Street - Purchase and Sale Agreement Amendment

Memo from Economic Development Manager Laura Matteoli and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-233 APPROVING A FIRST AMENDMENT TO

PURCHASE AND SALE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND UNIVERSITY DEVELOPMENT FOUNDATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This requested agreement amendment extends the feasibility period to September 29, 2017 to allow time for required due diligence items, inspections, and documents to be drafted and approved. There is no cost or fiscal impact associated with this request.

CC #: 8520

File #: 1003

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

6.22. Water Forum Successor Effort FY2017-18 - Cost Share Agreement

Memo from Water Utility Manager Jim Mulligan and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-206 APPROVING AN INTERAGENCY AGREEMENT BY AND AMONG SACRAMENTO COUNTY, SACRAMENTO COUNTY WATER AGENCY, CITY OF ROSEVILLE, CITY OF FOLSOM, PLACER COUNTY WATER AGENCY, SAN JUAN WATER DISTRICT AND THE CITY OF SACRAMENTO (ON BEHALF OF THE SACRAMENTO CITY-COUNTY OFFICE OF METROPOLITAN WATER PLANNING AND THE WATER FORUM SUCCESSOR EFFORT), AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. On March 15, 2000, Council approved a Memorandum of Understanding regarding the Water Forum comprehensive plan which established two co-equal objectives: 1) provide a reliable and safe water supply for the region's economic health and planned development through the year 2030; and 2) preserve the fishery, wildlife, recreational, and aesthetic values of the Lower American River. Roseville agreed to support the Successor Effort through the life of the agreement. The City of Sacramento is the lead agency for managing the Successor Effort and has drafted the cost-sharing agreement. Roseville's FY2017-18 allocation is \$87,081.00 which was budgeted for in the Water Utility operations cost.

CC #: 8486

File #: 0800-02

CONTACT: Jim Mulligan 916-774-5668 jmulligan@roseville.ca.us

6.23. ALERT2 Flood Alert Network Update Project – Professional Services Agreement

Memo from Assistant Engineer Michael Zasso and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-208 APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WATER & EARTH TECHNOLOGIES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests that Council approve the Professional Service Agreement for the ALERT2 Flood Alert Network Update Project. An existing agreement between the State of California Department of Water Resources and the City was previously approved by City Council. Through this previously approved agreement, \$130,013.00 of grant funding from DWR will be used for this project. Use of the DWR grant funds

will require the City to provide \$12,500.00 in local matching funds, which has been identified within the Council approved Capital Improvement Project budget. The project will modernize the City's streamflow gauges to the current ALERT2 communications protocol in order to provide the most timely and accurate data to City, County, State, and Federal floodplain officials.

CC #: 8494

File #: 0309-01

CONTACT: Michael Zasso 916-746-1300 mzasso@Roseville.ca.us

6.24. Power Plant Water Treatment Chemistry and Consultation Services - Professional Design Services Agreement

Memo from Power Plant Engineer Nathan Ribordy and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-222 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND COLUMBIA WATER TECHNOLOGY LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Columbia Water Technology will act as consultants for water treatment chemistry and consultation services for the City's two power plants. The plants utilize water treatment to produce pure water during the course of normal operation for several processes that are highly sensitive to water quality. Total cost of the agreement is a not to exceed amount of \$375,000.00 over a five year period. \$75,000.00 of funding is included in the Electric Operations Fund budget for FY2016-17. Funding subsequent to the current budget year is subject to future budget approvals.

CC #: 8512

File #: 0800-03

CONTACT: Nathan Ribordy 916-746-1673 nribordy@roseville.ca.us

6.25. Tow Rotation Service Agreements

Memo from Police Lieutenant Marc Glynn and Police Chief Daniel Hahn recommending Council adopt RESOLUTION NO. 17-235 APPROVING TOW SERVICE AGREEMENTS AND AUTHORIZING THE POLICE CHIEF TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Eight towing companies will be included on the Police Department's rotation tow list for the two year period following execution of the agreements. There is no cost to the City.

CC #: 8524

File #: 0323-02

CONTACT: Marc Glynn 916-774-5095 mglynn@roseville.ca.us

6.26. Street Closure Request - July 4th Celebration

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-220 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE COMMUNITY CRIME STOPPERS FOUNDATION, INC. AND AUTHORIZING THE CITY MANAGER TO

EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests the closure of various streets on Tuesday, July 4, 2017 from 6:30 a.m. – 12:00 p.m. for the annual 4th of July Parade and Crime Stoppers “Run Crime Out of Roseville” Fun Run. Both the parade and fun run are part of the July 4th celebration located in downtown Roseville. Because street closures are required for the City sponsored parade, Roseville Crime Stoppers will not be charged street closure fees. The budget for street closures, parade, Royer Park event and fireworks at the fairgrounds is \$18,580.00 and is included in the proposed Parks, Recreation & Libraries Department FY2017-18 budget.

CC #: 8510

File #: 0109-02

CONTACT: Jamie Hazen 916-774-5978 jhazen@roseville.ca.us

6.27. Bus Transport Services - Agreement Amendment

Memo from Recreation Superintendent Rob Nakamura and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-212 APPROVING A SECOND AMENDMENT TO AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE JOINT UNION HIGH SCHOOL DISTRICT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This agreement allows the City Parks, Recreation & Libraries Department to charter bus transportation services for programs such as Adventure Camps, SPARKS & Day Camp field trips totaling approximately \$30,000.00 annually. This expense is allocated with the FY2017-18 department budgets. Expenses are offset by program revenues.

CC #: 8502

File #: 0705

CONTACT: Rob Nakamura 916-774-5135 rnakamura@roseville.ca.us

6.28. Campus Oaks Apartments Phase 1 - Affordable Renting Housing Agreement

Memo from Housing Analyst Trisha Isom and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-231 APPROVING AN AFFORDABLE RENTAL HOUSING AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND CAMPUS OAKS APARTMENTS 1, LP AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. In September 2016 the City approved the Campus Oaks Apartments Phase 1. The developer, Campus Oaks Apartments 1, LLC, must enter into an affordable housing agreement with the City to implement the affordable housing obligations. The developer will build 186 apartments of which 42 will be affordable to rent by very-low income households. The subsidies for the program are borne by the developer.

CC #: 8519

File #: 0709-03-01

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

Chris Robles 916-774-5421 crobles@roseville.ca.us

6.29. Housing Authority & City Council - Affirmatively Furthering Fair Housing Analysis - Memorandum of Understanding Amendment

Memo from Housing Manager Danielle Foster and Economic Development Director Chris Robles recommending Council adopt CITY COUNCIL AND HOUSING AUTHORITY OF THE CITY OF ROSEVILLE JOINT RESOLUTION NO. 17-234 APPROVING A FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROSEVILLE, THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY, THE CITY OF CITRUS HEIGHTS, THE CITY OF DAVIS, THE CITY OF ELK GROVE, THE CITY OF RANCHO CORDOVA, THE CITY OF ROCKLIN, THE CITY OF WEST SACRAMENTO, THE CITY OF WOODLAND, THE ROSEVILLE HOUSING AUTHORITY, AND THE HOUSING AUTHORITY OF THE COUNTY OF YOLO, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This item will amend the existing Memorandum of Understanding that the City and Housing Authority have entered into with regional localities to complete a required analysis for both the Community Development Block Grant and Housing Choice Voucher Programs. This approval will increase the City and Housing Authority not-to-exceed amount for this analysis from \$8,160.00 to \$15,000.00 in total, from non-General Fund sources. This item will not impact the General Fund.

CC #: 8521

File #: 0709

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

Ordinances (for introduction and first reading)

6.30. Municipal Code Amendment - Personnel Rule Change

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 3.02.040 OF CHAPTER 3.02 OF TITLE 3 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PERSONNEL RULES AND REGULATIONS. In an effort to provide opportunities for departments to provide transitional training from retiring/resigning managers who perform key critical services to the community, a change to the Personnel Rules and Regulations, Municipal Code Title 3, Chapter 3.02, Section 3.02.040 New Positions is recommended. The proposed change will provide the City Manager with the authority to administratively create and delete new positions with a term not to exceed six months, provided that existing funding is available. The cost for these potential training positions shall be covered in the existing FY2016-17 budget and subsequent budgets on an as needed basis.

CC #: 8501

File #: 0600-01

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

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

6.31. Animal Control Shelter Project - Funding Correction Budget Adjustment

Memo from Budget Manager Kathy Cullen and Chief Financial Officer Jay Panzica recommending Council adopt ORDINANCE NO. 5835 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This budget adjustment is an update to funding sources for the Animal Control Shelter Project. When the project budget was established in FY2009-10, there were two funding sources identified for the project: The Strategic Improvement Fund and the Animal Control Shelter Fund. However, the Public Facility Fee (PFF) update, which was approved last fiscal year (FY2015-16), also included partial funding for the Animal Control Shelter project, however, the funding for the project was not updated in the budget to reflect the PFF portion.

CC#: 8485

File#: 0323-04 & 0201-01

CONTACT: Kathy Cullen 916-746-1306 kcullen@roseville.ca.us

6.32. Interfund Loan and Budget Adjustment

Memo from Controller Jacquelyn Flickinger and Chief Financial Officer Jay Panzica recommending Council adopt ORDINANCE NO. 5838 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a request of Council to approve an interfund loan and necessary budget adjustment from Water Construction to Water Operations for the funding of the Advanced Metering Infrastructure project in the amount of \$5,000,000.00.

CC #: 8500

File #: 0201-01

CONTACT: Jacquelyn Flickinger 916-774-5516 jflickinger@roseville.ca.us

6.33. Electric Department Job Title Change

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5839 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5812, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, SALARY SCHEDULES A AND B, AS AMENDED BY APPENDIX "K" TO BE EFFECTIVE JUNE 10, 2017, AS AN URGENCY MEASURE. Staff requests Council approve Management A & B salary schedules which reflect the retitling of the Electric Line Construction Supervisor classification to Electric Operations Supervisor to better represent the work being assigned. There is no change in salary.

CC #: 8504

File #: 0600-01

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

Ordinances (for second reading and adoption)

6.34. Second Reading - Municipal Code Amendment - Water, Wastewater and Solid Waste Utility Rate Increases for Fiscal Years 2018 and 2019

ORDINANCE NO. 5837 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 9.12.100 OF CHAPTER 9.12 OF TITLE 9, AMENDING SECTIONS 14.08.090, 14.08.095 AND 14.08.100 OF CHAPTER 14.08, AND AMENDING SECTIONS 14.16.200, 14.16.201 AND 14.16.230 OF CHAPTER 14.16 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC UTILITIES for second reading and adoption.

CC #: 8493

File #: 0800-02

CONTACT: Terri Shirhall 916-774-5536 tshirhall@roseville.ca.us

6.35. Second Reading - Municipal Code Amendment - Massage Services

ORDINANCE NO. 5836 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING CHAPTER 9.10 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING MASSAGE SERVICES for second reading and adoption.

CC #: 8491

File #: 0300

CONTACT: Dee Dee Gunther 916-774-5015 ddgunther@roseville.ca.us

Reports / Requests

6.36. Housing Authority Status Report - Housing Choice Voucher Program Activity

Memo from Housing Analyst Suzanne Acrell and Economic Development Director Chris Robles providing the Roseville Housing Authority Governing Board a quarterly report on the Roseville Housing Authority Housing Choice Voucher Program. The City Council, acting as the Roseville Housing Authority Governing Board, will receive the report with no action required. This report is for informational purposes only and has no impact on the City's General Fund.

CC #: 8522

File #: 0709-02-01

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

6.37. Westpark Village W-24 Phase 2 - Final Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Kevin Payne recommending Council approve the Westpark Village W-24 Phase 2 final map. The Engineering Division has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will be creating 54 residential lots. The actions requested have no fiscal impact to

the City's General Fund.

CC #: 8490

File #: 0400-07

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

Ceremonial Documents

6.38. Resolution of Commendation and Appreciation to Lee Clay

Lee Clay be commended for his outstanding service and dedication to the City of Roseville, congratulated on his many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 8526

File #: 0102-10

CONTACT: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

6.39. Resolution of Commendation and Appreciation to Arleen Milmoie

Arleen Milmoie be commended for her outstanding service and dedication to the City of Roseville, congratulated on her many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 8525

File #: 0102-10

CONTACT: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

END OF CONSENT CALENDAR

7. RESOLUTIONS

7.1. Finance Authority Special Tax Refunding Bonds, Series 2017A

Memo from Financial Analyst Vanessa Lieberman and Chief Financial Officer Jay Panzica recommending Council adopt FINANCE AUTHORITY OF THE CITY OF ROSEVILLE RESOLUTION NO. 3-17 AUTHORIZING THE ISSUANCE AND SALE OF ITS SPECIAL TAX REVENUE REFUNDING BONDS AND APPROVING RELATED AGREEMENTS AND ACTIONS; and adopt RESOLUTION NO. 17-238 APPROVING A FISCAL AGENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends that Council authorize the issuance and sale of special tax refunding bonds for and on behalf of the Roseville Finance Authority Revenue Bonds Series 2007 A (Senior Lien Bonds) and Series 2007 B (Junior Lien Bonds) and approve the fiscal agent agreement. There will be no fiscal impact to the City of Roseville as all bond issuance costs will be paid from bond proceeds. Property owners will experience a reduction in annual special tax assessments. The City will be able to generate \$600,000.00 annually from the

refunding that will be used to improve and maintain authorized services and facilities with the Community Facilities Districts.

CC #: 8523

File #: 0206-03

Vanessa Lieberman 916-774-5189 vlieberman@roseville.ca.us

Financial Analyst Vanessa Lieberman made the presentation to Council.

Administrative Analyst Janine Thrash continued the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by Susan Rohan, to adopt FINANCE AUTHORITY OF THE CITY OF ROSEVILLE RESOLUTION NO. 3-17 AUTHORIZING THE ISSUANCE AND SALE OF ITS SPECIAL TAX REVENUE REFUNDING BOND AGREEMENTS AND ACTIONS. The Motion Passed.

Roll call vote: Ayes: Allard, Herman, Rohan

Absent: Alvord, Gore

7.2. 2016 Greenhouse Gas Proceeds Spending Plan

Memo from Electric Resource Analyst David Siao and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-229 APPROVING THE 2016 GREENHOUSE GAS FREE ALLOWANCE PROCEEDS SPENDING PLAN. The 2016 Greenhouse Gas Proceeds Spending Plan allocates \$3,198,840.00 in 2016 Greenhouse Gas Proceeds to various projects over the next several years.

CC #: 8516

File #: 0800-03

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

Electric Utility Director Michelle Bertolino made the presentation to Council.

Assistant Electric Utility Director Todd White continued the presentation to

Council. No public comment received.

Motion by Tim Herman, seconded by John Allard, to adopt RESOLUTION NO. 17-229 APPROVING THE 2016 GREENHOUSE GAS FREE ALLOWANCE PROCEEDS SPENDING PLAN. The Motion Passed.

Roll call vote: Ayes: Allard, Herman, Rohan

Absent: Alvord, Gore

8. ORDINANCES

8.1. Woodcreek Oaks Boulevard Widening Project - Award of Contract and Budget Adjustment

Memo from Assistant Engineer Stefanie Kemen and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-217 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BAY CITIES PAVING AND GRADING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5840 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is requesting Council award the Woodcreek Oaks Boulevard Widening Project to low bidder, Bay Cities Paving and Grading, Inc. in the amount of \$6,837,558.75 with authorization to exceed the award amount by 10% (\$683,755.88) as a construction change order contingency. The project will complete the widening of the segment of Woodcreek Oaks Boulevard between Crimson Ridge Way and 600' north of Pleasant Grove Boulevard, adding one lane in each direction using the space available in the extra wide median, and constructing the other half of the bridge over the south branch of Pleasant Grove Creek. A budget adjustment is necessary in the amount of \$7,083,065.00 to increase the total project construction budget to \$8,987,979.00 which covers construction and project management costs. The engineer's estimate for this project is \$6,880,000.00. The project is funded by \$8,494,989 of Traffic Mitigation Fees, \$426,182.00 of Gas Tax Funds, \$51,700.00 of Local Transportation Funds, and \$15,200.00 of Landscape/Parks Repair/Maintenance Funds. No General Funds will be used for this project.

CC #: 8507

File #: 0900-04-02 & 0201-01

CONTACT: Stefanie Kemen 916-774-5372 skemen@roseville.ca.us

Item dropped to be re-listed on June 21, 2017 City Council agenda.

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. 3rd Quarter Performance Report

Memo from Budget Manager Kathy Cullen and Chief Financial Officer Jay Panzica with the 3rd Quarter Performance Report Fiscal Year 2016-17 providing financial information on the General Fund, major enterprise funds, and developer impact fees. This item is a performance report only and has no fiscal impact.

CC#: 8530

File#: 0201

CONTACT: Kathy Cullen 916-746-1306 kcullen@roseville.ca.us

Chief Financial Officer Jay Panzica and Budget Manager Kathy Cullen made the presentation to Council.

No public comment received.

Item for information only. No action required.

10. PUBLIC HEARING

10.1. Avia Apartment Complex Fee Deferral

Memo from Economic Development Manager Laura Matteoli and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-232 APPROVING FEE DEFERRALS FOR THE AVIA APARTMENT COMPLEX. This item requests authorization to defer development impact fees for Avia Apartment Complex consisting of 300 units, as follows: 1) City Deferral to Building Permit Occupancy, of each multifamily building in the amount of \$ \$344,029.34 totaling \$5,160,440.10 for all fifteen apartment buildings; and 2) City Deferral Impact Fee Deferral to Building Permit Occupancy, of each Garage and Site permit in the amount of \$38,804.35. The fee deferrals require payment of the development impact fees prior to the issuance of a Building Permit Occupancy/Final as applicable to each permit. An interest rate of 2.25% will be charged on the monies deferred to cover the City's cost of loss of interest income on the City Fee Deferral and an administrative processing fee of \$625.00 is to be charged on the building permit.

CC #: 8427

File #: 0215-07

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

Mayor Rohan opened the public hearing.

Economic Development Manager Laura Matteoli made the presentation to Council.

Brandon Dinon, Acquisitions Analyst for USA Properties, spoke in support.

Mayor Rohan closed the public hearing.

Motion by Tim Herman, seconded by John Allard, to adopt RESOLUTION NO. 17-232 APPROVING FEE DEFERRALS FOR THE AVIA APARTMENT COMPLEX. The Motion Passed.

Roll call vote: Ayes: Allard, Herman, Rohan

Absent: Alvord, Gore

10.2. Project One Fee Deferral

Memo from Economic Development Manager Laura Matteoli and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-239 AFFIRMING THE ELECTRIC UTILITY DIRECTOR'S DETERMINATION REGARDING THE ELECTRIC

BACKBONE FEE; and adopt RESOLUTION NO. 17-237 APPROVING FEE DEFERRALS FOR PROJECT ONE. This item requests authorization to defer development impact fees for new construction of a 316,100 sq. ft warehouse distribution facility, as follows: 1) City Deferral to Building Permit Occupancy, of each permit, in the amount of \$ \$149,442.30; and 2) Impact Fee Deferral to Statewide Community Infrastructure Program (SCIP) bonding in the amount of \$2,127,457.42. Both Deferrals require payment of the development impact fees prior to the issuance of a Building Permit Occupancy/Final as applicable to each permit. The Fee Deferral to SCIP bonding is scheduled for the Fall 2017 bond cycle approval. An interest rate of 2.25% will be charged on the monies deferred to cover the City's cost of loss of interest income on the City Fee Deferral and an administrative processing fee of \$625.00 is to be charged on the building permit. No interest charge is being proposed on the SCIP deferred fees as those fees are anticipated to be bonded for and paid within four months of building permit issuance.

CC#: 8529

File#: 0215-07

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

Mayor Rohan opened the public hearing.

Economic Development Manager Laura Matteoli made the presentation to

Council. Bob Williams, Managing Director at RBC Capital Markets, spoke in support. Mayor Rohan closed the public hearing.

Motion by Tim Herman, seconded by John Allard, to adopt RESOLUTION NO. 17-239 AFFIRMING THE ELECTRIC UTILITY DIRECTOR'S DETERMINATION REGARDING THE ELECTRIC BACKBONE FEE; and adopt RESOLUTION NO. 17-237 APPROVING FEE DEFERRALS FOR PROJECT ONE. The Motion Passed.

Roll call vote: Ayes: Allard, Herman, Rohan

Absent: Alvord, Gore

11. COUNCIL / STAFF / REPORTS/ COMMENTS

Condolences - Robert (Bob) Mahan Passing - Mayor Rohan recognized the passing of Bob Mahan who served on the Roseville City Council and recognized his 37 years of public service.

Condolences - Bobby Seich Passing - Mayor Rohan and City Manger Jensen recognized the passing of Roseville Police Officer Bobby Seich.

12. ADJOURNMENT

Motion by John Allard, seconded by Tim Herman, to adjourn the meeting in honor of Roseville Police Officer Bobby Siech at 7:40 p.m. The Motion Passed.

Roll call vote: Ayes: Allard, Herman, Rohan

Susan Rohan, Mayor

Sonia Orozco, City Clerk



MINUTES

June 12, 2017

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

1. CALL TO ORDER

Mayor Susan Rohan called the June 12, 2017 Special City Council Meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Gore, Alvord, Herman, Allard, Rohan

Vice Mayor:	Bonnie Gore
Councilmember:	Scott Alvord
Councilmember:	Tim Herman
Councilmember:	John Allard
Mayor:	Susan Rohan

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by City Attorney Bob Schmitt.

4. MEETING PROCEDURES

Mayor Rohan announced the procedures for addressing Council.

5. PUBLIC COMMENTS

No public comment received.

6. APPOINTMENTS

6.1. Community Priorities Advisory Committee Appointments

This item concerns Council consideration and appointment of members to the Community Priorities Advisory Committee.

CC #: 8531

File #: 0103-21-02

CONTACT: Mike Isom 916-774-5527 misom@roseville.ca.us

Development Services Manager Mike Isom made the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by Bonnie Gore, to appoint Krista Bernasconi and alternate Bruce Houdescheldt representing the Planning Commission; Roy Stearns and alternate Matthew Bridge representing the Parks & Recreation Commission; David Nelson and alternate Sergey Terebkov representing the Transportation Commission; Jared Thomas and alternate John Mason representing the Chamber of Commerce; John Tallman representing the Building Industry Association; Julie Hirota and alternate Joe Landon representing the Roseville Joint Union High School District; and Derk Garcia and alternate Dennis Snelling representing the Roseville City School District to the Community Priorities Advisory Committee. The Motion Passed.

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

Consensus to appoint 13 at-large and 2 alternate members to the Community Priorities Advisory Committee. All Ayes.

Initial balloting occurred and the following 11 members were nominated: Ellaison Carroll, Pete Constant, Stephanie Dement, Kristine Dohner, Marcus Lo Duca, Jack Ellison, Michael Laperche, Tracy Mendonsa, Jason Probst, Elaine Webb, and Randall Wilson

Secondary balloting occurred and Kathryn Kitchell was nominated.

Motion by Tim Herman, seconded by John Allard, to appoint Stephen Des Jardins to the Community Priorities Advisory Committee. The Motion Failed.

Roll call vote: Ayes: Allard, Herman

Nays: Alvord, Gore, Rohan

Motion by Susan Rohan, seconded by Bonnie Gore, to appoint Valerie Gross to the Community Priorities Advisory Committee. The Motion Passed.

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

Motion by Bonnie Gore, seconded by Susan Rohan, to appoint Richard Duffy as an alternate on the Community Priorities Advisory Committee. The Motion Passed.

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

Motion by John Allard, seconded by Susan Rohan, to appoint Richard Roccucci as an alternate on the Community Priorities Advisory Committee. The Motion Passed.

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

Motion by Tim Herman, seconded by Bonnie Gore, to appoint the following individuals as at-large members of the Community Priorities Advisory Committee: Ellaison Carroll, Pete Constant, Stephanie Dement, Kristine Dohner, Jack Ellison, Valerie Gross, Kathryn Kitchell, Michael Laperche, Marcus Lo Duca, Tracy Mendonsa, Jason Probst, Elaine Webb, Randall Wilson and Richard Duffy and Richard Roccucci as alternates. The Motion Passed.

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

7. COUNCIL / STAFF / REPORTS/ COMMENTS

No Council/Staff reports.

8. ADJOURNMENT

Motion by Bonnie Gore, seconded by Tim Herman, to adjourn the meeting at 7:50 p.m. The Motion Passed.

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

Susan Rohan, Mayor

Sonia Orozco, City Clerk



MINUTES

June 21, 2017

CITY COUNCIL MEETING FINANCE AUTHORITY MEETING HOUSING AUTHORITY MEETING 7:00 p.m.

**City Council Chambers
311 Vernon Street
Roseville, California**

1. CALL TO ORDER

Mayor Susan Rohan called the June 21, 2017 City Council/ Finance Authority/Housing Authority meeting to order at 7:00 p.m.

2. ROLL CALL

Present: Gore, Alvord, Herman, Allard, Rohan

**Vice Mayor: Bonnie Gore
Councilmember: Scott Alvord
Councilmember: Tim Herman
Councilmember: John Allard
Mayor: Susan Rohan**

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Herman.

4. MEETING PROCEDURES

City Clerk Sonia Orozco announced the procedures for addressing Council.

5. PRESENTATIONS

5.1 Presentation to Sean Bigley.

Presentation to Public Affairs & Communications Administrator Sean Bigley for his five years of service on the California Product Stewardship Council.

CONTACT: Richard Plecker 916-746-1704 rplecker@roseville.ca.us

Doug Kolbald, Sacramento County Program Manager made the presentation to Public Affairs & Communications Administrator Sean Bigley, who responded.

6. PUBLIC COMMENTS

Richard Tepolt - spoke in opposition to staffing equity for the Roseville Fire Department.

7. CONSENT CALENDAR

Motion by Tim Herman, seconded by Bonnie Gore, to remove items 7.16 and 7.26 from the Consent Calendar to be discussed separately and that the remaining items be approved as recommended. The Motion Passed.

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

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

7.1. Tires (RFQ 01-3134) - Reject All Bids

Memo from Buyer Tiffany Valdez and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-250 REJECTING ALL BIDS FOR TIRES. Staff recommends that all bids received for RFQ 01-3134 for tires be rejected. The bids received for this RFQ were deemed non-responsive because they did not meet the bid specifications. Fleet Services staff will re-issue a new bid at a later date. The Vehicle Maintenance Department has a recurring demand for a variety of tires to maintain the City's vehicle fleet. There is no fiscal impact at this time, since there will be no contract award.

CC #: 8547

File #: 0203-21

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

7.2. Sunrise Avenue Pipe Repair Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Senior Engineer Jose Lopez and Environmental Utilities Director Richard Plecker recommending Council approve the plans and specifications and authorize staff to advertise for bids for a project to remove and replace 155 linear feet of an existing 24-inch water pipe on Sunrise Avenue to correct a leak. The cost of construction is estimated at \$351,000.00. Funding is provided by the Water Rehabilitation Fund.

CC #: 8537

File #: 0900-02-01

CONTACT: Jose Lopez 916-774-5688 jlopez@roseville.ca.us

7.3. Pavement Management Consulting - Service Agreement

Memo from Street Maintenance Superintendent Jerry Dankbar and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-271 APPROVING A SOLE SOURCE SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND STANTEC CONSULTING SERVICES INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1708241). This agreement for pavement management services includes project initiation and set up, data collection, data processing, rating and quality assurance/quality control (QA/QC), uploading into RoadMatrix and analysis and reporting. The total cost of the service is \$91,076.70. It is funded with Gas Tax funds and Street Maintenance Operations Budget funds.

CC #: 8554

File #: 0900-04-01

CONTACT: Jerry Dankbar 916-774-5791 jdankbar@roseville.ca.us

7.4. Vehicle Batteries (RFQ 01-3133) - Purchase Order

Memo from Buyer Tiffany Valdez and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-251 APPROVING A PURCHASE ORDER BETWEEN THE CITY OF ROSEVILLE AND RIEBES AUTO PARTS as the lowest responsive bidder to RFQ 01-3133 for the purchase of miscellaneous vehicle batteries on an as-needed basis. The Fleet Services Division has a recurring demand for automotive and equipment batteries used to maintain the City's vehicle fleet. The estimated spend for FY2017-18 is \$50,000.00 or up to department budgeted amounts. Funding is included in the Fleet Division's FY2017-18 Automotive Services budget. Staff requests authorization to renew the bid contract without further Council approval.

CC #: 8548

File #: 0203-02

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

7.5. Vehicle Purchases and Budget Adjustment

Memo from Fleet Manager Brian Craighead and Central Services Director Paul Diefenbach recommending Council authorize a purchase order to Folsom Chevrolet for three Chevrolet Tahoe police pursuit vehicles utilizing RFQ 01-3135; and authorize a purchase order to Preferred Truck and Equipment for one rear loading refuse collection vehicle utilizing National Joint Powers Alliance (NJPA) contract 081716-ATC for the AutoCar cab and chassis and NJPA contract 112014-THC for the Heil Body; and adopt ORDINANCE NO. 5845 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION

MEASURE. The total cost of three Chevrolet Tahoe police pursuit vehicles is \$125,193.25. The total cost of one rear loading refuse collection vehicle is \$261,322.30. Funding for these vehicles is included in the FY2016-17 Auto Replacement budget. A budget adjustment of \$9,350.00 from the Auto Replacement budget will pay for the remaining purchase price of the rear loading refuse collection vehicle.

CC #: 8549

File #: 0203-01 & 0201-01

CONTACT: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

7.6. Utility Trench Patching (RFQ 01-3083) - Service Agreement Renewal

Memo from Buyer Tiffany Valdez and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-244 APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE AND CENTRAL VALLEY ENGINEERING AND ASPHALT INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1808052) for utility trench patching services that are utilized to backfill ditches created for the repair and maintenance of underground water and sewer lines. The total estimated annual spend is \$215,000.00. Funding is included in the Environmental Utilities Water Distribution and Wastewater Collection FY2017-18 budgets. Staff requests authorization to renew without further Council approval.

CC #: 8539

File #: 0203-09

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

7.7. Lathe Machine (RFQ 01-3136) - Purchase Order

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council award a purchase order to Airgas USA, LLC for the purchase of a lathe machine. This tool is used to repair and fabricate parts essential to the reliable operation of the Roseville Energy Park. The cost for the lathe machine is \$21,790.15 plus tax of \$1,579.79 for a total of \$23,369.94. Funding is included in the Electric Department FY2016-17 budget.

CC #: 8535

File #: 0203-07

CONTACT: Babette Owens 916-774-5704 bowens@roseville.ca.us

7.8. Flooring Services - Service Agreement Amendment

Memo from Facilities Manager Dan Allen and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-274 APPROVING SERVICE AGREEMENT AMENDMENT NO. 1 BETWEEN CITY OF ROSEVILLE AND SIMAS FLOORING & DESIGN COMPANY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1504163). This is a request of Council to approve a service agreement amendment for flooring services as additional money

is needed to complete projects at the Civic Center and Fire Station #2 between now and the end of the current contract period on October 15, 2017. The amendment will increase the total cost of the three-year service agreement from \$420,000.00 to \$480,000.00. Funding is included in the proposed FY2017-18 Building Maintenance and Facilities Rehabilitation budget.

CC #: 8556

File #: 0203-04

CONTACT: Dan Allen 916-774-5771 dallen@roseville.ca.us

7.9. Water Filters and Membranes (RFQ 01-3131) - Purchase Order

Memo from Buyer Babette Owens and Central Services Director Paul Diefenbach recommending Council adopt RESOLUTION NO. 17-243 APPROVING A PURCHASE ORDER BETWEEN THE CITY OF ROSEVILLE AND WESTERN INDUSTRIAL, INC. for water filters and membrane elements for the Roseville Energy Park. The estimated annual cost for FY2017-18 is \$30,000.00 and the initial purchase order will be effective July 1, 2017. Funding is included in the Roseville Electric Division FY2017-18 budget. Staff requests authorization to renew without further Council approval.

CC #: 8538

File #: 0203-07

CONTACT: Babette Owens 916-774-5704 bowens@roseville.ca.us

7.10. Compliance Assistance - Service Agreement Amendment

Memo from Electric Compliance Analyst Jamie Johnson and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-246 APPROVING AMENDMENT NO. 2 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND NAVIGANT CONSULTING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1403212). This is an amendment to a Service Agreement with Navigant Consulting, Inc. for North American Electric Reliability Corporation and Western Electricity Coordinating Council Reliability Compliance Assistance. The total cost for this amendment is \$15,000.00. The total cost of this agreement is modified from a not to exceed of \$56,000.00 to \$71,000.00. Funds will be available in the Electric Department Compliance budget for FY2017-18, contingent upon approval of the budget.

CC #: 8542

File #: 0800-03

CONTACT: Jamie Johnson 916-746-1687 jjohnson@roseville.ca.us

7.11. Telephone System Improvements - Service Agreements

Memo from Information Technology Program Manager Matt Donaldson and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 17-279 APPROVING SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CONVERGEONE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

(S1705227); and adopt RESOLUTION NO. 17-280 APPROVING SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND CONVERGEONE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1705228). Staff is requesting approval of two service agreements with ConvergeOne for Citywide phone system hardware, software, and services. The total cost for this agreement for FY2016-2017 will not exceed \$140,000.00. \$115,000.00 in funding will come from the Citywide Phone System Upgrade – Phase-II Capital Improvement Project. The remaining \$25,000.00 in funding will come from the 316 Vernon Building CIP Project.

CC #: 8561

File #: 0203-05

CONTACT: Matt Donaldson 916-774-5405 mdonaldson@roseville.ca.us

7.12. Network Communication Switches Upgrade - Purchase Order

Memo from Information Technology Program Manager Matt Donaldson and Chief Information Officer Hong Sae recommending Council authorize a purchase order with ConvergeOne, Inc. to acquire Cisco Meraki network communication switches. Total cost of this purchase order is not to exceed \$320,000.00 in FY2016-17.

CC #: 8565

File #: 0203-06

CONTACT: Matt Donaldson 916-774-5405 mdonaldson@roseville.ca.us

7.13. Radio Antenna System for 316 Vernon Street Building - Service Agreement

Memo from Information Technology Program Manager Matt Donaldson and Chief Information Officer Hong Sae recommending Council adopt RESOLUTION NO. 17-275 APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND NRCI TELECOM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (S1705225). This is a service agreement with NRCI to install a radio antenna system at the 316 Vernon building. The total cost of this agreement will be no more than \$35,000.00. Funding is included in the 316 Vernon Building Construction fund.

CC #: 8558

File #: 0203-05

CONTACT: Matt Donaldson 916-774-5405 mdonaldson@roseville.ca.us

7.14. Computers and Technology Equipment - Purchase Orders

Memo from Information Technology Divisional Manager Mike Sinor and Chief Information Officer Hong Sae recommending Council authorize the purchase of computers, servers, network software and hardware and other technology equipment from CDW Technologies, LLC using National IPA and National Joint Powers Association (NJPA) competitively bid contracts for laptops, tablets, rugged devices, printers, software, network equipment and accessories. The estimated total for FY2017-18 is \$575,000.00, not to exceed budgeted amounts. The

estimated total for FY2018-19 is also \$575,000.00, pending budget approval. Staff would like to utilize both piggyback contracts to obtain the cost-effective pricing available for the City. Each contract has expiration dates for pricing and staff recommends utilizing the National IPA contract through July 1, 2018, and utilizing the NJPA contract through July 1, 2019, pending Council approval of the budget.

CC #: 8569

File #: 0203-06

CONTACT: Michael Sinor 916-774-5183 msinor@roseville.ca.us

Resolutions

7.15. Blue Oaks Commerce Center - Phase 2 - Certificate of Completion

Memo from Construction Inspector Orville Chatterton and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-241 OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS CA 65 Blue Oaks On – Ramp Intersection (Blue Oaks Commerce Center -Phase 2) PROJECT, APPROVING THE "CERTIFICATE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the roadway infrastructure work complete in accordance with the improvement plans and City Specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 8532

File #: 0800-06

CONTACT: Orville Chatterton 916-774-5576 ochatterton@roseville.ca.us

7.16. Foothill American Dream - Reimbursement Agreement

Memo from Associate Engineer Matt Todd and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-252 APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This reimbursement agreement between the City and John Mourier Construction, Inc. is for the construction of public improvements beyond the scope of this project. This item will have no impact to the City's General Fund. The reimbursement of \$357,417.64 is funded through the City's Traffic Mitigation Fund and specifically from the Developer Reimbursement account.

CC #: 8550

File #: 0400-04-03-1

CONTACT: Matt Todd 916-774-5562 mtodd@roseville.ca.us

Item removed by Councilmember Herman due to a potential conflict of interest as one of his dental offices is across the street from the project.

No public comment received.

Motion by Bonnie Gore, seconded by John Allard, to adopt RESOLUTION NO. 17-252 APPROVING A CITY/DEVELOPER REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND JOHN MOURIER CONSTRUCTION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The Motion Passed.

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

Absent: Herman

7.17. City of Roseville Investment Policy

Memo from Financial Analyst Jacquie Clarizio and Chief Financial Officer Jay Panzica recommending Council adopt RESOLUTION NO. 17-242 ADOPTING THE REVISED INVESTMENT POLICY. The Investment Policy establishes cash management and investment guidelines that conform to customary standards of prudent investment management. There is no negative impact to the City's General Fund.

CC #: 8533

File #: 0217

CONTACT: Jacquie Clarizio 916-774-5323 jclarizio@roseville.ca.us

7.18. Transmission Service Agreement - Portland General Electric

Memo from Electric Resources Analyst Petra Wallace and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-282 APPROVING TRANSMISSION SERVICE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND PORTLAND GENERAL ELECTRIC CO., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This is a Transmission Service Agreement with Portland General Electric Co. that will allow the City to purchase physical capacity for the transmission of electric power. There is no fiscal impact associated with the execution of the Transmission Service Agreement as it is only an enabling agreement.

CC #: 8563

File #: 0800-03

CONTACT: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

7.19. Transmission Service Agreements - Puget Sound Energy

Memo from Electric Resource Analyst Petra Wallace and Electric Utility Director Michelle Bertolino recommending Council adopt RESOLUTION NO. 17-283 APPROVING TRANSMISSION SERVICE AGREEMENTS BETWEEN THE

CITY OF ROSEVILLE AND PUGET SOUND ENERGY, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THEM ON BEHALF OF THE CITY OF ROSEVILLE. Approval of the requested Transmission Service Agreements with Puget Sound Energy Inc. will allow the City to purchase physical capacity for the transmission of electric power. There is no fiscal impact associated with the execution of the Transmission Service Agreements as they are only enabling agreements.

CC #: 8563

File #: 0800-03

CONTACT: Petra Wallace 916-774-5510 pwallace@roseville.ca.us

7.20. Fire VHF Communications - Service Agreement Amendment

Memo from Battalion Chief Chris Baker and Fire Chief Rick Bartee recommending Council adopt RESOLUTION NO. 17-253 APPROVING AMENDMENT NO. 1 TO SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND SILKE COMMUNICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff is requesting Council approve a \$150,000.00 service agreement amendment with Silke Communications for services related to repair, modification, integration and specialized equipment required for the completion of the public safety interoperable radio system. The Fire Department requests the existing vendor be granted approval to continue the work under sole-source approval as all components must be installed by one vendor to maintain warranty status, and the vendor must also be a factory-certified dealer. Funding is included in the proposed Fire Department FY2017-18 and proposed FY2018-19 budgets.

CC #: 8551

File #: 0708

CONTACT: Chris Baker 916-774-5833 cbaker@roseville.ca.us

7.21. 2017 Parks Construction Standards Update

Memo from Park Planning and Development Superintendent Tara Gee and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-245 ADOPTING THE 2017 PARKS CONSTRUCTION STANDARDS. The Parks Construction Standards is a guiding document that outlines design and construction standards applied to parks (neighborhood and city-wide, and streetscapes. This document is updated every two years in order to ensure new codes, regulations and requirements are updated and to provide clarity in areas that may cause misinterpretations. A complete copy of the 2017 Parks Construction Standards is available for review in the City Clerk's Office. There is no General Fund impact.

CC #: 8540

File #: 0704

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

7.22. Street Closure Request - Rods-N-Ribs Event - August 5, 2017

Memo from Community Relations Analyst Jamie Hazen and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt RESOLUTION NO. 17-248 APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND WATER FOR A WARRIOR AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests approval for the closure of Vernon Street from East Washington Street to Taylor Street and South Grant Street between Oak Street and Atlantic Street on Saturday, August 5, 2017 for the Water for a Warrior Rods-N-Ribs Cook-Off event. The closure times are scheduled from 5:30 a.m. – 3:00 p.m. All costs for City services associated with this event will be reimbursed by the Water for a Warrior non-profit group.

CC #: 8567

File #: 0109-02

CONTACT: Jamie Hazen 916-774-5978 jhazen@roseville.ca.us

7.23. Maya Bowhunters Archery Club - Lease Agreement

Memo from Refuse and Stormwater Manager Devin Whittington and Environmental Utilities Director Richard Plecker recommending Council adopt RESOLUTION NO. 17-247 APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND MAYA BOWHUNTERS OF ROSEVILLE, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve a five-year lease agreement with the Maya Bowhunters Archery Club that would allow Maya Bowhunters to continue use of City property located at the closed City of Roseville Sanitary Landfill site for club functions as it has done since 1980. The Maya Bowhunters will pay the City \$2,171.58 on an annual basis with an annual inflationary adjustment of two percent for each subsequent year.

CC #: 8544

File #: 1006-01

CONTACT: Devin Whittington 916-774-5783 dwhittington@roseville.ca.us

7.24. Bond Trustee Services - Professional Services Agreement Amendment

Memo from Controller Jacquelyn Flickinger and Chief Financial Officer Jay Panzica recommending Council adopt RESOLUTION NO. 17-278 APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. This amendment will extend the agreement between the City and the Bank of New York Mellon to provide bond trustee services from July 1, 2017 to June 30, 2018. The contract for the second year will not exceed \$75,000.00. The annual fee of approximately \$1,800.00 per series is paid by each outstanding bond series.

CC #: 8560

File #: 0201

CONTACT: Jacquelyn Flickinger 916-774-5516 jflickinger@roseville.ca.us

7.25. Transit System Services Agreements Extension

Memo from Alternative Transportation Analyst Eileen Bruggeman and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-276 APPROVING A SEVENTH AMENDMENT TO AGREEMENT FOR CITY OF ROSEVILLE TRANSIT SYSTEM MANAGEMENT AND OPERATIONS SERVICES BETWEEN THE CITY OF ROSEVILLE AND MV TRANSPORTATION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 17-277 APPROVING A THIRD AMENDMENT TO AGREEMENT FOR OPERATION OF THE SOUTH PLACER TRANSIT INFORMATION CALL CENTER BETWEEN THE CITY OF ROSEVILLE AND MV TRANSPORTATION, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff recommends Council approve the Seventh Amendment to the Transit Management and Operations Services Agreement and the Third Amendment to the South Placer Transit Information Center Agreement with MV Transportation. The Amendments will extend the term of the agreements up to a maximum 3-months beyond the current June 30, 2017 expiration date. The Seventh Amendment to the Transit Management and Operations Services Agreement will increase the maximum obligation of the Agreement by an amount not to exceed \$900,000.00. The Third Amendment to the Agreement for Operations of the South Placer Transit Information Center will increase the maximum obligation by an amount not to exceed \$76,255.29. The proposed extensions will allow staff time to finalize the recommendation for a new long term transit and call center contract, which would be provided to the City Council prior to the final September 30, 2017 contract end date.

CC #: 8559

File #: 0721-04

CONTACT: Eileen Bruggeman 916-774-5449 ebruggeman@roseville.ca.us

7.26. Finance Authority - Stone Point Community Facilities District No. 1 and No. 5 - Special Tax Refunding Bonds, Series 2017B

Memo from Financial Analyst Vanessa Lieberman and Chief Financial Officer Jay Panzica recommending Council adopt RESOLUTION NO. 17-270 AUTHORIZING THE ISSUANCE AND SALE OF SPECIAL TAX REFUNDING BONDS FOR COMMUNITY FACILITIES DISTRICTS AND APPROVING AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS; and adopt FINANCE AUTHORITY OF THE CITY OF ROSEVILLE RESOLUTION NO. 4-17 AUTHORIZING THE ISSUANCE AND SALE OF ITS SPECIAL TAX REVENUE REFUNDING BONDS AND APPROVING RELATED AGREEMENTS AND ACTIONS. Staff recommends Council authorize the issuance of refunding special tax bonds and the related documents and agreements to complete the bond sale and include the Refunding Bonds for Stone Point Facilities District No. 1 (SP CFD No. 1) and Stone Point Community Facilities District No. 5 (SP CFD No. 5). There will be no fiscal impact to the City as all bond issuance costs will be paid from bond proceeds. Property owners will

experience a reduction in annual special tax assessments.

CC #: 8566

File #: 0206-03-01

CONTACT: Vanessa Lieberman 916-774-5189 vlieberman@roseville.ca.us

Removed by staff for presentation.

Financial Analyst Vanessa Liberman and Administrative Analyst Jeannine Thrash made the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by Susan Rohan, to adopt RESOLUTION NO. 17-270 AUTHORIZING THE ISSUANCE AND SALE OF SPECIAL TAX REFUNDING BONDS FOR COMMUNITY FACILITIES DISTRICTS AND APPROVING AND AUTHORIZING RELATED DOCUMENTS AND ACTIONS; and adopt FINANCE AUTHORITY OF THE CITY OF ROSEVILLE RESOLUTION NO. 4-17 AUTHORIZING THE ISSUANCE AND SALE OF ITS SPECIAL TAX REVENUE REFUNDING BONDS AND APPROVING RELATED AGREEMENTS AND ACTIONS. The Motion Passed.

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

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

7.27. Utility Billing Operations - Budget Adjustment

Memo from Billing Services Manager Andrea Blomquist and Chief Financial Officer Jay Panzica recommending Council adopt ORDINANCE NO. 5841 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The City is in process of deploying a new Utility Billing Customer Information System (CIS). As a part of this project, there is a need to move a small portion of our Utility Billing Operations labor budget directly to the CIS project. The team completing the work on the CIS project is from the Utility Billing Operations group, and has been consistently working on the new CIS system. Staff is requesting a transfer of \$260,000.00 from operations to the CIS Focus CIPs.

CC #: 8534

File #: 0200 & 0201-01

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

7.28. Library Grant Funds - Budget Adjustment

Memo from Library Supervisor Rendi Hodge and Parks, Recreation & Libraries Director Dion Louthan recommending Council adopt ORDINANCE NO. 5843 OF

THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This is a request of Council to approve a budget adjustment of \$15,000.00 for grant funds received from California Library Literacy Services for the ongoing Adult Literacy Program offered at the Library. This request is fully funded with offsetting grant revenue, so there is a net zero impact to the General Fund.

CC #: 8543

File #: 0214

CONTACT: Rendi Hodge 916-774-5240 rhodge@roseville.ca.us

7.29.FY2017-18 Budgeted Positions

Memo from Human Resources Manager Linda Hampton and Human Resources Director Gayle Satchwell recommending Council adopt ORDINANCE NO. 5846 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING ORDINANCE NO. 5839, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "L" TO BE EFFECTIVE JUNE 24, 2017, AS AN URGENCY MEASURE. Staff recommends the City Council approve Management A & B salary schedules to reflect a salary realignment for Assistant Human Resources Director position and approve the addition of 4.25 allocations and the deletion of 8.5 allocations on the Citywide allocation schedule. The fiscal impact is included in the 2017-2018 budget.

CC #: 8552

File #: 0600-01

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

Ordinances (for second reading and adoption)

7.30.Second Reading - Municipal Code Amendment - Personnel Rule Change

ORDINANCE NO. 5847 OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 3.02.040 OF CHAPTER 3.02 OF TITLE 3 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PERSONNEL RULES AND REGULATIONS, for second reading and adoption.

CC #: 8573

File #: 0600-01

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

Reports / Requests

7.31.Out of State Travel Request - Fire Department

Memo from Fire Captain Chris Baker and Fire Chief Rick Bartee recommending Council approve out-of-state travel for Battalion Chief Chris Baker to attend four quarterly TIA/P25 Committee meetings as the public safety responder representative to the Association of Public Communications Officials

(APCO) between June 2017 and June 2018. The meeting locations will rotate throughout the United States, with the first meeting scheduled in Chicago, IL. All costs related to travel, including airfare, lodging and per diem, will be reimbursed directly by APCO, with not additional fiscal impact to the Roseville Fire Department

CC #: 8536

File #: 0600-02

CONTACT: Chris Baker 916-774-5833 cbaker@roseville.ca.us

Ceremonial Documents

7.32. Resolution of Commendation and Appreciation to Roy David Van Ness

Roy David Van Ness be commended for his outstanding service and dedication to the City of Roseville, congratulated on his many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 8570

File #: 0102-10

CONTACT: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

7.33. Resolution of Commendation and Appreciation to Isabella Zaia

Isabella Zaia be commended for her outstanding service and dedication to the City of Roseville, congratulated on her many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 8574

File #: 0102-10

CONTACT: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

7.34. Resolution of Commendation and Appreciation to Carl Walker

Carl Walker be commended for his outstanding service and dedication to the City of Roseville, congratulated on his many accomplishments, and wished a long, healthy, and enjoyable retirement.

CC #: 8575

File #: 0102-10

CONTACT: Ryan Carroll 916-774-5265 rcarroll@roseville.ca.us

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Roseville Grants Advisory Commission - FY2017-18 Funding Recommendations

Memo from Economic Development Manager Laura Matteoli and Economic Development Director Chris Robles recommending Council adopt RESOLUTION NO. 17-281 APPROVING REVISIONS TO THE CITIZENS

BENEFIT FUND POLICY MANUAL; and approve the Roseville Grants Advisory Commission's recommendation to fund 49 grants in the amount of \$407,500.00 (\$400,000.00 from the Citizens Benefit Fund and \$7,500.00 from the REACH Fund) and include the \$400,000.00 in the FY2017-18 City of Roseville budget. The administration of the grants program has a nominal cost associated with staff resources. Estimated annual cost of administration is approximately \$30,000.00 annually.

CC#: 8571

File#: 0103-34-02

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

Economic Development Manager Laura Matteoli made the presentation to Council.

Grace Keller, member of the Roseville Grants Commission, spoke in support of the revised policy recommendations.

Dawn Heywood, member of the Roseville Grants Commission, spoke in support of the revised policy recommendations.

Barbara Besana, representing Kids First, spoke in support of the grants process.

Mayor Rohan left the dais due to potential conflict of interest with Placer ARC as she sits on the Board of Directors.

Motion by Tim Herman, seconded by Bonnie Gore, to approve the Roseville Grants Advisory Commission's recommendation to award Placer ARC funding in the amount of \$10,000.00. The Motion Passed.

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

Absent: Rohan

Councilmember Alvord left the dais due to potential conflict with Roseville Police Activities League as he sits on the Board of Directors.

Motion by Tim Herman, seconded by Bonnie Gore, to approve the Roseville Grants Advisory Commission's recommendation to award Roseville Police Activities League, Inc. funding in the amount of \$10,000.00. The Motion Passed.

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

Absent: Alvord

Motion by Tim Herman, seconded by Bonnie Gore, to approve the Roseville Grants Advisory Commission's recommendation for funding of the remaining agencies as presented and include \$407,500.00 in the FY2017/2018 City of Roseville Budget along with the list of grant recipients. The Motion Passed.

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

Motion by Tim Herman, seconded by Bonnie Gore, to approve the Roseville Grants Advisory Commission's recommendation to deny funding to the remaining agencies that applied. The Motion Passed.

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

Motion by John Allard, seconded by Susan Rohan, to adopt RESOLUTION NO. 17-281 APPROVING REVISIONS TO THE CITIZENS BENEFIT TRUST FUND POLICY MANUAL. The Motion Passed.

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

9. ORDINANCES

9.1. City of Roseville FY2017-18 Budget

Memo from Budget Manager Kathy Cullen and Chief Financial Officer Jay Panzica recommending Council adopt ORDINANCE NO. 5842 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2017-2018, ADOPTING BUDGET CONTROL POLICIES, ADOPTING AN APPROPRIATIONS LIMIT, ADOPTING THE BUDGET FOR THE SUCCESSOR AGENCY OF THE ROSEVILLE REDEVELOPMENT AGENCY, AND ESTABLISHING THE SEALED BID REQUIREMENT, TO BE EFFECTIVE IMMEDIATELY AS AN URGENCY MEASURE. The proposed Citywide FY2017-18 budget is \$507.1 million. The proposed FY2017-18 budget for the General Fund is \$146.61 million, which includes operating expenditures and transfers out (\$137.03 million as well as capital projects, debt, and non-recurring expenditures and transfers out (\$9.58 million. Operating and non-operating revenues and transfers in total \$146.61 million led by increases in sales and property taxes. The net result is a balanced General Fund where revenue is equal to expenses without the use of one-time funds in FY2017-18.

CC#: 8541

File#: 0201

CONTACT: Kathy Cullen 916-746-1306 kcullen@roseville.ca.us

Chief Financial Officer Jay Panzica made the presentation to Council.

Fire Chief Bartee and City Manager Rob Jensen provided information to Council as requested at the June 6th and June 7th budget presentations.

Jason Dumont - spoke in support of making libraries a priority and not closing the

facilities on Fridays.

Richard Tepolt - spoke in support of not defunding any fire department positions and in support of equipment for Fire Department.

Motion by Tim Herman, seconded by Susan Rohan, to adopt ORDINANCE NO. 5842 OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2017-2018, ADOPTING BUDGET CONTROL POLICIES, ADOPTING AN APPROPRIATIONS LIMIT, ADOPTING THE BUDGET FOR THE SUCCESSOR AGENCY OF THE ROSEVILLE REDEVELOPMENT AGENCY, AND ESTABLISHING THE SEALED BID REQUIREMENT, TO BE EFFECTIVE IMMEDIATELY AS AN URGENCY MEASURE. The Motion Passed.

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

9.2. Housing Authority - FY2017-18 Annual Budget

Memo from Financial Analyst Melissa Hagan and Economic Development Director Chris Robles recommending the City Council, acting as the Housing Authority Board of Directors, adopt HOUSING AUTHORITY OF THE CITY OF ROSEVILLE RESOLUTION NO. 4-17 APPROVING THE ANNUAL BUDGET FOR FISCAL YEAR 2017-2018. This item is requesting approval of the FY 2017-18 annual budget for the Roseville Housing Authority.

CC #: 8568

File #: 0103-03-02

CONTACT: Melissa Hagan 916-774-5476 mhagan@roseville.ca.us

Housing Manager Danielle Foster made the presentation to Council.

No public comment received.

Motion by Tim Herman, seconded by Bonnie Gore, to adopt HOUSING AUTHORITY OF THE CITY OF ROSEVILLE RESOLUTION NO. 4-17 APPROVING THE ANNUAL BUDGET FOR FISCAL YEAR 2017-2018. The Motion Passed.

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

9.3. Woodcreek Oaks Boulevard Widening Project - Award of Contract and Budget Adjustment

Memo from Assistant Engineer Stefanie Kemen and Public Works Director Rhon Herndon recommending Council adopt RESOLUTION NO. 17-249 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BAY CITIES PAVING AND GRADING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5840 OF THE COUNCIL OF THE

CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff is requesting Council award the Woodcreek Oaks Boulevard Widening Project to low bidder, Bay Cities Paving and Grading, Inc. in the amount of \$6,837,558.75 with authorization to exceed the award amount by 10% (\$683,755.88 as a construction change order contingency. The project will complete the widening of the segment of Woodcreek Oaks Boulevard between Crimson Ridge Way and 600' north of Pleasant Grove Boulevard, adding one lane in each direction using the space available in the extra wide median, and constructing the other half of the bridge over the south branch of Pleasant Grove Creek. A budget adjustment is necessary in the amount of \$7,576,146.00 to increase the total project construction budget to \$8,987,979.00 which covers construction and project management costs. The engineer's estimate for this project is \$6,880,000.00. The project is funded by \$8,494,989 of Traffic Mitigation Fees, \$426,182.00 of Gas Tax Funds, \$51,700.00 of Local Transportation Funds, and \$15,200.00 of Landscape/Parks Repair/Maintenance Funds. No General Funds will be used for this project.

CC #: 8572

File #: 0900-04-02 & 0201-01

CONTACT: Stefanie Kemen 916-774-5372 skemen@roseville.ca.us

Public Works Director Rhon Herndon introduced Assistant Engineer Stefanie Kemen as the Project Manager.

Public Works Director Rhon Herndon made the presentation to Council.

Motion by Tim Herman, seconded by Susan Rohan, to adopt RESOLUTION NO. 17-249 APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND BAY CITIES PAVING AND GRADING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 5840 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE and approve change order authority up to 10% of the original contract price. The Motion Passed.

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

Nays: Allard

9.4. Power Supply - Budget Adjustment

Memo from Assistant Electric Utility Director Todd White and Electric Utility Director Michelle Bertolino recommending Council adopt ORDINANCE NO. 5844 OF THE COUNCIL OF THE CITY OF ROSEVILLE AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. This item requests a \$4,550,000.00 budget

adjustment for power supply. There are available resources in the Electric Operations Fund balance for FY2016-17.

CC #: 8545

File #: 0201-01 & 0800-03

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

Power Generation Superintendent Matt Garner made the presentation to Council.

No public comment received.

Motion by Bonnie Gore, seconded by Tim Herman, to adopt ORDINANCE NO. 5844 OF THE COUNCIL OF THE CITY OF ROSEVILLE AND AUTHORIZING CERTAIN AMENDMENTS TO THE 2016-17 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Motion Passed.

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

10. PUBLIC HEARING

10.1. Tax and Equity Fiscal Responsibility Act Hearing for Conduit Financing for John Adams Academies, Inc.

Public Hearing continued to July 19, 2017.

CC #: 8546

File #: 0110

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

Jay Panzica 916-774-5320 jpanzica@roseville.ca.us

Mayor Rohan announced the public hearing would be continued to July 19, 2017.

10.2. Kaiser Riverside and Cirby Medical Office Building Expansion

Memo from Associate Planner Lauren Hocker and Development Services Director Kevin Payne recommending Council adopt RESOLUTION NO. 17-272 CERTIFYING A FINAL ENVIRONMENTAL IMPACT REPORT RELATING TO THE KAISER RIVERSIDE AND CIRBY MEDICAL OFFICE BUILDING PROJECT, ADOPTING FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS, ADOPTING MITIGATION MEASURES, AND ADOPTING A MITIGATION MONITORING PROGRAM; and adopt RESOLUTION NO. 17-273 AMENDING THE GENERAL PLAN TO CHANGE THE TEXT OF THE CIRCULATION ELEMENT TO REFLECT A NEW SIGNALIZED INTERSECTION IN THE CITY OF ROSEVILLE RELATED TO THE KAISER RIVERSIDE AND CIRBY MEDICAL OFFICE BUILDING PROJECT. This request includes approval of a Major Project Permit Stage 1 and Major Project Permit Stage 2 to allow construction of a 16,000 square-foot, one-story pavilion building; a 194,000 square-foot, five-story medical office building; a

parking deck, and an associated parking lot and landscaping that will replace the existing one- and two-story Kaiser Permanente medical office building complex. A Tree Permit is requested to allow the removal of one oak tree. Offsite improvements associated with the project include the addition of a traffic signal at the Cirby Way and Cirby Hills Drive intersection. This signal requires a text-only General Plan Amendment. This project is funded by the applicant and will not have a negative impact on the City's General Fund.

CC #: 8555

File #: 0400-03

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

Vice Mayor Gore left the dais due to a conflict of interest as she is employed by the applicant.

Mayor Rohan opened the public hearing.

Planning Manager Greg Bitter introduced Associate Planner Lauren Hocker.

Associate Planner Lauren Hocker made the presentation to Council.

Jeff Collins, Senior Vice-President/Area Manager of Kaiser Permanente, spoke in support.

Richard Haynes, Internal Medicine Physician of Kaiser/Project Planner, spoke in support.

Mayor Rohan closed the public hearing.

Motion by Tim Herman, seconded by Scott Alvord, to adopt RESOLUTION NO. 17-272 CERTIFYING A FINAL ENVIRONMENTAL IMPACT REPORT RELATING TO THE KAISER RIVERSIDE AND CIRBY MEDICAL OFFICE BUILDING PROJECT, ADOPTING FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS, ADOPTING MITIGATION MEASURES, AND ADOPTING A MITIGATION MONITORING PROGRAM; and adopt RESOLUTION NO. 17-273 AMENDING THE GENERAL PLAN TO CHANGE THE TEXT OF THE CIRCULATION ELEMENT TO REFLECT A NEW SIGNALIZED INTERSECTION IN THE CITY OF ROSEVILLE RELATED TO THE KAISER RIVERSIDE AND CIRBY MEDICAL OFFICE BUILDING PROJECT. Adopt the two (2 findings of fact and approve the Major Project Permit Stage 1 subject to one hundred three (103 conditions of approval, and adopt the two (2 findings of fact and approve the Major Project Permit Stage 2 subject to the same one hundred three (103 conditions of approval, and adopt the two (2 findings of fact and approve the Tree Permit subject to twenty-one (21 conditions of approval, and adopt a resolution determining that "extraordinary" improvements related to the new signalized intersection at Cirby Hills Drive/Kaiser Driveway/Cirby Way are not feasible or desirable and approving the General Plan Amendment subject to one (1 condition of approval.. The Motion Passed.

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

Absent: Gore

10.3. Municipal Code Amendment - Repeal of Public Dance Ordinance and Entertainment Ordinance Amendment

Memo from Police Lieutenant Doug Blake and Police Chief Daniel Hahn recommending Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE REPEALING CHAPTER 9.40 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC DANCE PERMITS AND AMENDING CHAPTER 9.45 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ENTERTAINMENT ESTABLISHMENTS. Currently the Municipal Code has two similar ordinances that regulate hospitality/entertainment businesses, depending on whether they're located within the Downtown Specific Plan area or the rest of the City. Staff proposes repealing the public dance ordinance, which currently regulates certain entertainment businesses outside the downtown area, and modifying the entertainment ordinance, which currently regulates only businesses located inside the Downtown Specific Plan area. Staff proposes a single, improved entertainment ordinance that will be applied Citywide. Proposed permit fees will be charged at the same annual cost as the two existing ordinances.

CC #: 8557

File #: 0300

Dee Dee Gunther 916-774-5015 ddgunther@roseville.ca.us

Mayor Rohan opened the public hearing.

Police Chief Daniel Hahn made the presentation to Council.

Police Lieutenant Doug Blake continued the presentation to Council.

Deputy City Attorney Joe Speaker continued the presentation to Council.

No public comment received.

Mayor Rohan closed the public hearing.

Motion by Tim Herman, seconded by Bonnie Gore, to introduce for first reading ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE REPEALING CHAPTER 9.40 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC DANCE PERMITS AND AMENDING CHAPTER 9.45 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ENTERTAINMENT ESTABLISHMENTS. The Motion Passed.

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

10.4. 2017-2018 Landscape and Lighting Districts Assessments – Public Hearing

Memo from Financial Analyst Vanessa Lieberman and Chief Financial Officer Jay Panzica recommending Council adopt RESOLUTION NO. 17-254 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-255 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-256 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-257 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-258 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-259 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-260 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-261 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-262 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-263 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-264 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-265 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR

2017/2018; and adopt RESOLUTION NO. 17-266 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-267 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-268 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-269 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2017/2018. The City currently has eight active Landscape and Lighting Districts (LLD. These districts were formed within the City to levy and collect assessments for maintenance of public improvements. All charges are needed to fully fund landscape services in each LLD. There is no negative impact to the City's General Fund.

CC #: 8576

File #: 0206-03

Vanessa Lieberman 916-774-5189 vlieberman@roseville.ca.us

Mayor Rohan opened the public hearing.

Financial Analyst Vanessa Lieberman made the presentation to Council.

No public comment received.

Mayor Rohan closed the public hearing.

Motion by Tim Herman, seconded by Susan Rohan, to adopt RESOLUTION NO. 17-254 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-255 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE HISTORIC DISTRICT LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-256 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-257 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF

ASSESSMENTS WITHIN THE INFILL AREA LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-258 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-259 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE JOHNSON RANCH LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-260 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-261 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE NORTH CENTRAL ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-262 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-263 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE NORTHWEST ROSEVILLE SPECIFIC PLAN LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-264 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-265 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE OLYMPUS POINTE LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-266 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-267 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE RIVERSIDE AVENUE LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-268 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, AMENDING AND/OR APPROVING THE ENGINEER'S ANNUAL LEVY REPORT FOR THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FISCAL YEAR 2017/2018; and adopt RESOLUTION NO. 17-269 OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE VERNON STREET LANDSCAPING AND LIGHTING DISTRICT, FOR FISCAL YEAR

2017/2018.. The Motion Passed.

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

11. COUNCIL / STAFF / REPORTS/ COMMENTS

No Council/Staff updates.

12. ADJOURNMENT

Motion by John Allard, seconded by Bonnie Gore, to adjourn the meeting at 9:20 p.m. The Motion Passed.

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

Susan Rohan, Mayor

Sonia Orozco, City Clerk



COUNCIL COMMUNICATION

CC #: 8578

File #: 0900-02-02-1

Title: 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project - Approval of Plans and Specifications and Authorization to Call for Bids

Contact: Edward Winston 916-774-5566 ewinston@roseville.ca.us

Meeting Date: 7/5/2017

Item #: 6.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project (#183501) plans and specifications (Exhibit A) and authorize the Environmental Utilities Department to advertise for and accept bids.

BACKGROUND

Staff from the Environmental Utilities Department wastewater division has determined the need to rehabilitate the roofs of two buildings at the Dry Creek Wastewater Treatment Plant. This determination was made based on an initial condition assessment of the wastewater plant buildings, conducted by Tremco Incorporated in April 2011. The 2011 Tremco condition assessment identified these roofs as nearing the end of their useful life and estimated that in three to five years they would need to be replaced. A follow up assessment by Tremco in November 2016 confirmed the need to proceed with the replacements as the integrity of the roofing was at the point of being compromised. The buildings requiring roof rehabilitation include the following:

- Influent East Roseville Bar Screen Building
- North Roseville Grit Handling/Screening Building

The roofing systems for these buildings will be rehabilitated with a 60 mil Tri-Polymer Alloy (TPA) single ply roof system as further described below.

Project Work

The existing 60 mil Tri-Polymer Alloy (TPA) single ply roof system of the Influent East Roseville Bar Screen Building and North Roseville Grit Handling/Screening Building will be removed to the existing polyisocyanurate insulation. Gypsum boards will be installed on the insulation prior to installing the fully adhered TPA single ply roof system. A combined total of approximately 4,900 square feet of this roofing system will be removed and replaced.

Public Outreach

There will be no adverse impacts to the public since all the work would be located within the Dry Creek Wastewater Treatment Plant (DCWWTP) Facility. The Contractor shall coordinate all the work with the DCWWTP staff to ensure that plant operations are not impacted.

FISCAL IMPACT

The engineers cost estimate to complete the construction work for the Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project is \$70,000.00. The total project budget of \$115,000.00 was approved with the Fiscal year 17-18 budget and will be funded by the Wastewater Rehabilitation Fund and South Placer Wastewater Authority (SPWA). The proportionate project costs have been fully funded and authorized by the SPWA Board. Roseville and the Regional SPWA partners jointly share in rehabilitation project costs at the DCWWTP. Roseville's cost share is 63.47% and the Regional Partners, Placer County and South Placer Municipal Utility District share in the remaining 36.53% of the cost.

ECONOMIC DEVELOPMENT / JOBS CREATED

Approval for acceptance of bids from contractors is not expected to create new jobs.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Edward Winston, Associate Engineer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Exhibit A - Project Manual and Plans



ENVIRONMENTAL UTILITIES

**NOTICE TO CONTRACTORS
PROPOSAL AND CONTRACT
PROVISIONS FOR THE**

**2017 DRY CREEK WASTEWATER TREATMENT
PLANT ROOF REHABILITATION PROJECT**

**TO BE SUPPLEMENTED WITH
GENERAL PREVAILING WAGE RATES**

FOR PRE-BID INFORMATION CALL:

**Ed Winston, City of Roseville
(916) 774-5566**



**PROJECT MANUAL
FOR
2017 DRY CREEK WASTEWATER TREATMENT PLANT
ROOF REHABILITATION PROJECT**

CITY OF ROSEVILLE

Project: DRY CREEK WASTEWATER TREATMENT PLANT ROOF REHABILITATION
PROJECT

PROJECT MANUAL

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09000	Dry Creek Wastewater Treatment Plant Roof Replacement Specifications
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Assembly Bill 626

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City of Roseville

PROJECT MANUAL

Name of Project:

2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project

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CITY OF ROSEVILLE
DEPARTMENT OF ENVIRONMENTAL UTILITIES

Name of Project: 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project

NOTICE TO CONTRACTORS

Sealed Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until 3:00 p.m., August 1, 2017. Late proposals will be rejected. No exceptions.

The Proposals will be publicly opened and read by the City Clerk of the City of Roseville at 3:05 p.m. on August 1, 2017, at the Office of the City Clerk at 311 Vernon Street, Roseville, California for the 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project.

A mandatory pre-bid meeting will be held at the City of Roseville Dry Creek Wastewater Treatment Plant - EU Maintenance Shop Training Room, 1800 Booth Road, Roseville, CA 95747 on July 19, 2017 at 9:30 a.m.

A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, may be examined at the City's Environmental Utilities Department during regular business hours at 2005 Hilltop Circle, Roseville, CA 95747. Bidders may obtain their own copy of the Project Manual, including all contract documents, and related information for bidding this project at the following website: http://www.roseville.ca.us/business/bids_rfqs_and_rfis.asp. All communications relative to this project shall be directed to Edward Winston.

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the

City Clerk. The request shall be executed by the bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid by the submission deadline. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville.

The City of Roseville hereby notifies all Bidders that:

1. The City will affirmatively ensure that, in any Contract entered into pursuant to this Notice to Contractors, minority business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.

2. The Contractor may elect to receive one hundred percent (100%) of payments due under the Contract Documents from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions General Conditions Section 7-1.07. Such securities, if deposited by the Contractor, shall be valued by the City, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in California Government Code Section 16430.

3. The City has determined that the Contractor shall possess a valid Class C-39 Roofing Contractor's license at the time that the bid is submitted and the Contract is awarded. Said license shall be maintained during the Contract period. Failure to possess the specified license shall render the bid nonresponsive and will act as a bar to the award of the Contract to

any Bidder not possessing such a license at the time of award. The Contractor shall provide certification of the license, its number and the expiration date on the proposal form.

4. The Work is to be done in Placer County. Pursuant to California Labor Code Section 1770, the City has ascertained the General Prevailing Rate of Wages in the County in which the Work is to be done to be as determined by the Director of Industrial Relations of the State of California. CONTRACTOR is hereby made aware that information regarding prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 5 "Legal Relations and Responsibility" of the General Conditions.

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

City Clerk, City of Roseville

Dated: _____

Affidavits: _____

Published: _____

INSTRUCTIONS TO BIDDERS

SECTION 1: PROPOSAL REQUIREMENTS AND CONDITIONS

1-1.01 **GENERAL.** The Bidder shall carefully examine the Instructions to Bidders and all Contract Documents, and shall satisfy himself or herself as to the conditions with which he must comply prior to bid and to the conditions affecting the award of the Contract.

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

1-1.02 **CONTRACTOR'S LICENSING LAWS.** Attention is directed to the provisions of Business and Professions Code Chapter 9 of Division 3 concerning the licensing of Contractors.

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

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

1-1.03 **EXAMINATION OF PLANS, CONTRACT DOCUMENTS AND SITE OF THE WORK.** The Bidder shall examine carefully the site of the Work and all the

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

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

No information derived from such inspection of records of investigations or compilation thereof made by the City, the Department or from the Engineer, or his or her assistants, will in any way relieve the Bidder or Contractor from any risk or from properly fulfilling the terms of the Contract.

1-1.04 **PROPOSAL FORMS.** The Department will furnish to each Bidder a standard proposal form, which, when filled out and executed may be submitted as the bid. Proposals shall include all pages in the Project Manual with page numbers marked "PROP" plus the Addendum acknowledgment form (front sheet) from all addenda received by the Bidder. Proposals shall be removed from the Project Manual. The full Project Manual shall not be submitted with the proposal. Bids not presented on forms so furnished will be disregarded.

The proposal and two copies thereof shall be submitted as directed in the "Notice to Contractors" under sealed cover plainly marked as a proposal, and identifying the project to which the proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded.

1-1.05 **REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.** Each proposal shall list the name, address and Contractor license number of each subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of one-half of one percent (0.5%) of his total bid, in accordance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Part 1, Chapter 4). The Bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

1-1.06 **NONCOLLUSION DECLARATION.** Bidders shall submit a properly completed and executed "Noncollusion Declaration" conforming to the City's form "Noncollusion Declaration." (PROP – 14)

1-1.07 **DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

1-1.08 **PROPOSAL GUARANTY.** All bids shall be accompanied by one of the following forms of Bidder's security: Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted surety insurer, made payable to the City of Roseville, or any other form of security deemed acceptable by the City Attorney. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid will not be considered unless one of the form of Bidder's security is enclosed with it.

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

1-1.09 **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the Notice to Contractors for the opening of bids, provided that a request in writing, executed by the Bidder or his duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. A telegraphic or facsimile request is not acceptable. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid. The withdrawal of any bid after the time fixed in the Notice to Contractors for the opening of bids will not be permitted.

1-1.10 **ADDENDUM.** Proposals shall include all costs and account for all addenda issued prior to opening of bids. The Bidder is responsible for verifying that he has received all issued addenda. An Addendum acknowledgment form for each Addendum shall be included as part of the Proposal submittal.

1-1.11 **PUBLIC OPENING OF PROPOSALS.** Proposals will be publicly opened and read at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

1-1.12 **REJECTION OF IRREGULAR PROPOSALS.** Proposals may be rejected in the City's sole discretion if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. However, the City reserves the right to waive any minor irregularities and informalities in any bid or in the bidding for any reason.

When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign Contracts on its behalf, or are signed by an agent other than a partner of a partnership, or are signed by an agent for an individual, a power of attorney must be on file with the Department prior to opening bids or shall be submitted with the proposal; otherwise the proposal will be rejected as irregular and unauthorized. Determination as to the validity of a power of attorney shall be in the City's sole discretion.

1-1.13 **COMPETITIVE BIDDING.** If more than one proposal is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such proposals may be rejected. A party who has quoted prices on materials or Work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or Work.

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

1-1.14 **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in his or her bid, the Bidder shall give the Department written notice within five (5) calendar Days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a basis for relief. The burden of proving the occurrence of a mistake entitling a bidder to relief from its bid rests entirely on the bidder. Relief from bids shall be in the City's sole discretion.

1-1.15 **CONTRACTOR REGISTRATION.** No contractor or subcontractor may be listed on a bid proposal for or work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with the bid proposal. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SECTION 2: AWARD AND EXECUTION OF CONTRACT

2-1.01 **AWARD OF CONTRACT.** The City reserves the right to reject any and all proposals and to award (or not award) any combination of bid items at its option. Any such award will be to the lowest responsible Bidder whose proposal complies with the requirements prescribed for the bid items awarded. Such award, if made, will be made within sixty (60) calendar Days after the opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) calendar Days after the opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred four (104) calendar Days after the opening of the proposals. The above time periods within which the award of Contract may be made are subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

2-1.02 **RETURN OF BIDDER'S SECURITIES.** Within ten (10) calendar Days after the award of the Contract, the City Clerk will return all Bidders' securities, other than Bidders' bonds, accompanying the proposals that are not to be further considered in making the award. Retained Bidders' securities will be held until the Contract has been fully executed, after which all Bidders' securities, except Bidders' bonds and any Bidders' securities that have been forfeited, will be returned.

2-1.03 **CONTRACT BONDS.** The successful Bidder shall furnish two (2) bonds in the form contained in the section entitled Insurance Broker Information Packet and

Bonds. One (1) bond shall secure the payment of the claims of laborers, mechanics or materialmen employed on the Work under the Contract, and the other bond shall guarantee the faithful performance of the Contract.

Each of the two (2) bonds shall be in a sum equal to one hundred percent (100%) of the Contract price. If the Contract price increases by the issuance of Change Orders, the Contractor shall within ten (10) calendar Days provide a commensurate increase in the penal amounts of the bonds required. Sureties on each of said bonds shall be satisfactory to the City.

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

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

2-1.04 **INSURANCE.** At the time of the execution of the Contract, the Contractor shall, at his or her own expense, procure, and at all times during the prosecution of the Work maintain in full force and effect Worker's Compensation Insurance, and Liability Insurance as specified in the General Conditions. The Contractor shall provide a Certificate of Insurance in the form contained in the section entitled Insurance Broker Information Packet.

2-1.05 **EXECUTION OF CONTRACT.** The Contract shall be signed by the successful Bidder and returned, together with all the required Contract bonds and insurance certificates, within fifteen (15) calendar Days after the Contract has been awarded.

2-1.06 **FAILURE TO EXECUTE CONTRACT.** Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds and insurance as provided within fifteen (15)

calendar Days after the Contract has been awarded, shall be cause for forfeiture of the Bidder's security. The successful Bidder may file with the City Clerk a written notice, signed by the Bidder or Bidder's authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to Bidder. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds within the time prescribed.

PROPOSAL TO THE DEPARTMENT OF ENVIRONMENTAL UTILITIES

Project: 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Residence _____

The Work to be done and referred to herein is in the City of Roseville, Placer County, State of California, and is to be constructed in accordance with the Contract Documents and the Prevailing Wage Rates of the Department.

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

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

Bids are required for all Bid Items. THE AMOUNT OF THE BID FOR COMPARISON PURPOSES WILL BE THE TOTAL OF ALL ITEMS AWARDED.

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

In case of discrepancy between the price written in words and the price written in figures for the item, the price written in words shall prevail, provided, however, if the price written in figures is ambiguous, unintelligible or uncertain for any cause, then the amount written in words for the item shall prevail. In case of discrepancy between the unit price and the extension price, the unit price shall prevail. "Extension" shall mean the product of each unit price multiplied by the quantity. In the case where the unit price prevails, the total shall be corrected to reflect the actual extension.

If this Proposal shall be accepted and the undersigned shall fail to Contract, to provide evidence of insurance or to give the two (2) payment and faithful performance bonds required, with Surety satisfactory to the City all within fifteen (15) calendar Days after the Bidder has received notice from the Department that the Contract has been awarded, the City Council may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the Acceptance thereof shall be null and void and the forfeiture of such bid security accompanying this Proposal shall operate and the same shall be the property of the City of Roseville.

Accompanying this Proposal is _____

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

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

The names of all persons directly involved in this project include:

Project Superintendent _____

Project Manager _____

The Director has the sole authority to approve or reject the above individuals or project team and to require their replacement prior to bid award.

In accordance with the provisions of California Labor Code Section 6707, whenever the State, a County, City and County, or City issues a call for bids for the construction of a pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five (5') feet or deeper, such call shall specify that each bid submitted in response thereto shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to applicable safety orders.

As required under the provisions of California Public Contract Code Section 4104 et seq., any person making a bid or offer to perform the Work, shall in his or her bid or offer, set forth:

(a)(1) The name, location of the place of business and Contractor license number of each subcontractor who will perform Work or labor or render service to the prime Contractor in or about the construction of the Work, or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed Drawings contained in the Contract Documents, in an amount in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including

bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater; (2)(A) Subject to subparagraph (B), any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name and location of business, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors. (B) A state or local agency may implement subparagraph (A) at its option. (b) The portion of the Work that will be done by each such subcontractor under this act. The prime Contractor shall list only one subcontractor for each such portion as defined by the prime Contractor in his or her Bid.

The Contractor shall perform, with the Contractor's own organization and with workers under the Contractor's immediate supervision, work of a value not less than ten percent (10%) of the value of all work embraced in the contract except when certain items may be exempted by the Supplemental Provisions from said ten percent (10%) requirement.

In accordance with California Public Contract Code Section 4104 and following, each proposal shall have listed on the form provided with the proposal, the name, location of the place of business, and portion (type) of work of each California licensed subcontractor who will perform work or labor, or render service to the General Contractor in or about the construction of the work or improvement, or a licensed subcontractor who, under subcontract to the General Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the General Contractor's total bid, or in the case of bids or offers for the

construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

The Contractor shall list only one subcontractor for each portion of work in the bid. If a contractor fails to specify a subcontractor for any portion of the work to be performed under this contract in excess of one-half of one percent (0.5%) of the total bid, or for the construction of streets or highways including bridges, in excess of one-half of one percent (0.5%) or ten thousand dollars (\$10,000), whichever is greater, the Contractor shall perform that portion of the contract.

A listed subcontractor shall perform with the subcontractor's own organization and with workers under the subcontractor's immediate supervision, work of a value of not less than seventy-five percent (75%) of the value of each item of work for which the subcontractor is listed.

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.

THE REMAINDER OF THIS PAGE IS BLANK.]

DESIGNATION OF SUBCONTRACTORS

In accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, bidders must list the name, business address and Contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, or in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater. In addition, the Contractor shall also provide proof of current registration with the Department of Industrial Relations for all listed subcontractors with the bid proposal.

The apparent low bidder must submit a listing of license numbers for all subcontractors within ten days of bid opening.

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

IMPORTANT NOTICE: If Bidder, or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with State law providing for the registration of Contractors, Class and License No. _____ Expiration Date _____

SIGN HERE: _____

(Signature of Bidder)

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature and title of the officer or officers authorized to sign Contracts on behalf of the corporation; if Bidder is a co-partnership, the name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts in behalf of the co-partnership; and if Bidder is an individual, his or her signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business Address _____

Place of Residence _____

Dated _____, 20____.

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council

City of Roseville

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

(Signature of Bidder)

Business Address

Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____

_____, as PRINCIPAL, and

a, _____ and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Roseville in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Roseville, acting by and through the Director, for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the Director of the Department to which said Bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of _____ dollars (\$_____).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned Bid to the City Council of the City of Roseville, as aforesaid, for certain construction specifically described as follows, for which Bids are to be opened at the Civic Center at 311 Vernon Street, Roseville, California, on August 1, 2017 for the 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project.

NOW, THEREFORE, IF THE AFORESAID PRINCIPAL is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms

are presented to him or her for signature, enters into a written Contract, in the prescribed form, in accordance with the Bid, and files all insurance and two (2) Bonds with the Department, one (1) to guarantee Faithful Performance and the other to guarantee Payment for Labor and Materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

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

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Address

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

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SCHEDULE OF BID ITEMS

NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE IN \$	ITEM TOTAL
1.	Mobilization, Demobilization, Bonds, Insurance	LS	1		
	North Roseville Grit Handling / Screening Building				
2.	60 mil Tri-Polymer Alloy Single Ply Roof System	SF	1,610		
3.	Labor and Equipment	LS	1		
4.	Walkway	LF	60		
	Influent East Roseville Bar Screen Building				
5.	60 mil Tri-Polymer Alloy single ply roof system	SF	3,290		
6.	Labor and Equipment	LS	1		
7.	Walkway	LF	120		
8.	Stainless Steel Metal Pan	LS	1		

TOTAL BID AMOUNT ITEMS 1 THROUGH 8 = _____(Price in figures)

Total Bid Amount in Words _____

In case of discrepancy between words and figures of the total amount, the words shall prevail.

Bid amount of each of the above bid items must be filled in and completed in figures and written in words.

The above amount is for the completed Work and includes any and all sales taxes and levies, which may be applicable.

The undersigned has examined the location of the proposed Work and is familiar with the Specifications and the local conditions at the place where the Work is to be done. The undersigned has checked the above amount and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.

Bidder has examined copies of all the Contract Documents including the following addenda (receipt of all of which is hereby acknowledged):

Number	_____	Date	_____
	_____	Date	_____
	_____	Date	_____
	_____	Date	_____

Failure to acknowledge addenda shall render the bid non-responsive and shall be cause for its rejection.

It is agreed that this proposal may not be withdrawn within a period of sixty (60) days after the date set for the opening thereof.

The undersigned understands that the Owner reserves the right to reject any or all bids and to waive any informality in bids received that in the judgment of the Owner is to the best interest of the Owner.

Respectfully submitted,

Signature of Bidder

Title

Date

Company

Business Address

Phone No.

License Number

Expiration Date

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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

(Signature of Declarant)

END OF PROPOSAL

A G R E E M E N T

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

W I T N E S S E T H:

WHEREAS, the City Council of the City of Roseville, at a meeting held on the ____ day
of _____, 20____, approved plans and specifications consisting of the General
Conditions for Buildings and Grounds and Special Conditions for the 2017 Dry Creek
Wastewater Treatment Plant Roof Rehabilitation project.
and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the ____ day of _____, 20____; and

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

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

WHEREAS, all bids received pursuant to said notice were opened and examined and
publicly declared at the time specified in said advertisement for bids and at a meeting of the City

Council held on the ____ day of _____, 20____, the City Council found and declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in accordance with the aforementioned specifications.

NOW, THEREFORE, the parties hereto as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, equipment and insurance required for the 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation project in accordance with the Contract Documents (the “Work”).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Department for Contract Administration as defined in the Contract Documents.

2. PAYMENT. CITY shall pay CONTRACTOR _____ dollars (\$_____) for the Work.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of all of the documents described in section 1-1.12 of the General Conditions.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under

this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$500 per day as liquidated damages, in the event of such delay.

5. TIME OF ESSENCE. Time is of the essence of this Agreement.

6. ATTORNEY'S FEES, VENUE, GOVERNING LAW. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

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

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

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

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

CITY OF ROSEVILLE
a municipal corporation

CONTRACTOR:

By: _____
ROB JENSEN
City Manager

By: _____
its: _____

ATTEST:

and

By: _____
SONIA OROZCO
City Clerk

By: _____
its: _____

APPROVED AS TO FORM:

Business License #: _____

By: _____
ROBERT R. SCHMITT
City Attorney

INSURANCE BROKER INFORMATION PACKET

2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project

NOTICE TO CONTRACTOR:

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

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

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Insurance Requirements	INS-2
Public Works Faithful Performance Bond	INS-8
Public Works Payment Bond	INS-10

NOTICE TO INSURANCE BROKER

Your client has been awarded a bid by the City Council of the City of Roseville to perform a public works project known as the 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project. The Contract Conditions for that project require your client ("the Contractor") to return certain evidence of insurance and bonds to the City Attorney of the City within fifteen (15) Days after the Bid award, or else the Bid award may be terminated and awarded to another company.

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

Please refer to Supplementary Conditions for modifications of the General Conditions and the requirements of this insurance packet.

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

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

Documents should be forwarded to or questions addressed to:

Office of the City Attorney
City of Roseville
311 Vernon Street
Roseville, CA 95678
(916) 774-5325

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

Thank you.

INSURANCE REQUIREMENTS

The following sections are quoted from the General Conditions of the project:

5-1.19 **INSURANCE COVERAGE.**

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

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

C. **Insurance Required.** Commercial General Liability, automobile liability, and worker's compensation insurance shall be maintained as follows:

1.	Commercial General Liability	\$2,000,000 each occurrence
	Minor Construction Project	\$4,000,000 aggregate
	(Projects under \$1,000,000)	Personal Injury:
		\$2,000,000 each occurrence
		\$4,000,000 aggregate
	Commercial General Liability for	\$5,000,000 each occurrence
	Major Construction Projects	\$10,000,000 aggregate

(Projects over \$1,000,000)

Personal Injury:
\$5,000,000 each occurrence
\$10,000,000 aggregate

The Commercial General Liability policy shall include coverage or endorsements for:

- a. Completed operations.
- b. Losses related to independent contractors, products and equipment.
- c. Explosion, collapse and underground hazards.

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

a. Inclusion of the City of Roseville, and its officers, agents, employees and volunteer, as additional insured (except for workers' compensation as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the Insurance Services Office ("ISO") CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsements must include coverage for on-going and completed operations. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. Cross liability and severability of interest clauses providing that the insurance applies separately to each insured except with respect to the limits of liability.

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

d. Such insurance shall specifically cover the contractual liability of the CONTRACTOR.

e. Any available insurance proceeds in excess of the specified minimum

insurance coverage requirements and limits shall be available to the additional insureds.

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

f. Waiver of subrogation endorsement.

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

SPECIAL NOTICE - CLAIMS MADE COVERAGE:

Liability insurance coverage may not be written on a "claims made" basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

2. Comprehensive Automobile Liability for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles.

3. Statutory Workers' Compensation and Employer's Liability Insurance, including a waiver of subrogation endorsement and a Broad Form "All-States" Endorsement for all employees engaged in services or operations under the Contract. The employer's liability insurance shall provide limits of not less than One Million Dollars (\$1,000,000) per occurrence. Both the worker's compensation and employer's liability policies shall contain the Insurer's waiver of subrogation in favor of the City, its officers, agents, employees, and volunteers.

4. Builder's Risk/Course of Construction Insurance:

The Contractor shall be responsible for all loss, damage or destruction whatsoever to the Work called for by this Contract until the approval of a Notice of Completion. The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the Work performed under this Contract (the value is presumed to be the

Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the Work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

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

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

5-1.19A **OTHER INSURANCE PROVISIONS.**

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

B. The City acknowledges that some insurance requirements contained in the Contract Conditions may be fulfilled by self-insurance on the part of the Contractor. However,

this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions (“SIR”) must be declared on the certificate of insurance and approved by CITY in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

the additional insured would be invalid under California Insurance Code Section 11580.04. In addition, the insurance policy may not contain language which prohibits additional insureds or other insurers from satisfying the self-insured retention or deductible.

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

**F. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY
PROGRESS PAYMENT TO THE CONTRACTOR IN THE EVENT OF
NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.**

Bond No. _____
Premium \$ _____

**PUBLIC WORKS
FAITHFUL PERFORMANCE BOND**

(2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to _____, a _____, as contractor ("PRINCIPAL") for the public work described as the 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

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

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

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

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

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

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

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

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

APPROVED AS TO FORM:

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

BY: _____

City Attorney

Bond No. _____
Premium \$ _____

**PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND**

2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to _____, a _____, as contractor ("PRINCIPAL"), for the public work described as 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

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

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

The condition of the obligation is such that if the PRINCIPAL, his or its subcontractors, heirs, executors, administrators, successors or assigns fails to pay any of the persons named in § 3181 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed by any such claimant, that the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorney's fees, to be fixed by the Court.

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

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against

the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

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

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

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

APPROVED AS TO FORM:

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

BY: _____

City Attorney

CITY OF ROSEVILLE

GENERAL CONDITIONS

FOR

BUILDINGS AND GROUNDS

CITY OF ROSEVILLE
GENERAL CONDITIONS
FOR
BUILDINGS AND GROUNDS

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SECTION 1

DEFINITIONS AND TERMS

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

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

1-1.03 **ADDENDUM.** Document or written communication issued by the Department during the bidding period which modifies, supersedes, or supplements the Contract Documents.

1-1.04 **BIDDER.** Individual, firm, copartnership, association, or any combination thereof, submitting a Proposal for the Work, acting directly, or through a duly authorized representative.

1-1.05 **BIDDING DOCUMENTS.** Includes the Notice to Bidders, Bidding Requirements, Contract Conditions, Drawings and Addenda.

1-1.06 **CHANGE ORDER.** Any additions, deletions, or modifications of the Work to be done after the Agreement has been signed.

1-1.07 **CITY.** The City of Roseville.

1-1.08 **CITY ATTORNEY.** The City Attorney of the City.

1-1.09 **CITY CLERK.** The City Clerk of the City.

1-1.10 **CONTRACT.** Agreement relating to the Work to be performed, the labor, materials, and equipment to be furnished, and the payment to be made therefor. The Contract incorporates all of the Contract Documents.

1-1.11 **CONTRACT CONDITIONS.** Include the General Conditions, Supplemental Conditions, and Specifications.

1-1.12 **CONTRACT DOCUMENTS.** Include the Bidding Documents, the Bid or Proposal, Contract Bonds, the Contract, all required insurance certificates or endorsements, all required certifications or statements, Change Orders, any Contract Amendment, any City Standard which is incorporated by reference and these City of Roseville General Conditions for Buildings and Grounds.

1-1.13 **CONTRACTOR.** Individual, firm, co partnership, corporation, association, or any combination thereof, who has entered into the Contract with City.

1-1.14 **DAY OR DAYS.** Unless otherwise designated, Day or Days as used in the Contract Documents will be understood to mean calendar Day or Days.

1-1.15 **DEPARTMENT.** The Department for Contract Administration, as identified in the Supplemental Conditions.

1-1.16 **DIRECT COSTS.** Those cost items (including labor, materials, equipment and any subcontractor's work) that are used in the actual performance of, and are specifically and uniquely attributable to the Work or changed Work. Direct Costs do not include Overhead. Direct Costs include but are not limited to:

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

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

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

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

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

E. Supplemental costs including the following:

1. The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

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

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

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

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

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

1-1-17 **DIRECTOR.** Director of the Department for Contract Administration or his or her designee.

1-1.18 **DRAWINGS.** The official Drawings including plans, elevations, sections, detail Drawings, diagrams, plated, General Notes, information and schedules thereon, or exact reproductions thereof, showing the location, character, dimension, and details of the

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

1-1.19 **GENERAL NOTES.** The written instructions, provisions, conditions or other requirements appearing on the Drawings and so identified thereon, which pertain to the performance of the Work.

1-1.20 **LABORATORY.** Established professional laboratories authorized by the City to test materials and Work involved in the Contract.

1-1.21 **LIQUIDATED DAMAGES.** The amount prescribed in the Supplemental Conditions to be paid to the City or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the Supplemental Conditions.

1-1.22 **OVERHEAD.** Business or administrative expenses (including but not limited to office expenses, administrative staff, rent, insurance, utilities) not chargeable to a particular part of the Work. The term "overhead" shall include any of the following:

A. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in section 1-1.17, all of which are to be considered administrative costs covered by the Contractor's fee.

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

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

D. Cost of premiums for all bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same, except as provided in section 1-1.16.

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

1-1.23 **OWNER.** City of Roseville.

1-1.24 **PROJECT MANUAL.** A book containing all Contract Documents.

1-1.25 **PREMISES.** Shall mean the area within construction easements, easements, rights of entry and City owned property which surrounds the Work Site, limited by the property lines thereof. In some cases Premises may coincide with the Work Site.

1-1.26 **ENGINEER OR ARCHITECT.** Private Engineer or Architect as a person, firm or corporation retained by the City of Roseville for this Work or portions thereof.

1-1.27 **SPECIFICATIONS.** The technical Specifications for the Work prepared by the Director or an Engineer or Architect describing in detail the nature of the Work, its components, any performance standards, and how the Work is to be constructed.

1-1.28 **SUPPLEMENTAL CONDITIONS.** The Supplemental Conditions are specific clauses modifying or supplementing these General Conditions.

1-1.29 **WORK.** The furnishing of all labor, and the furnishing and installing of all materials, articles, supplies and equipment as specified, designated, or required by the Contract Documents.

1-1.30 **WORK SITE.** All or portion of the Premises that the Work is limited to as shown on the Drawings or designated by the Director. Public streets are not included unless Work is being done within the street right-of-way.

SECTION 2

CONTROL AND SCOPE OF THE WORK

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

2-1.02 **INTENT OF CONTRACT DOCUMENTS.** The intent of the Contract Documents is to prescribe the details for the construction and completion of the Work. Where the Contract Documents describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the Work involved in executing the Contract in a satisfactory and workmanlike manner.

2-1.03 **COORDINATION AND INTERPRETATION OF CONTRACT DOCUMENTS.** All Contract Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete Work.

The Supplemental Conditions shall govern over the General Conditions and the Drawings. In the event of any discrepancy, between any Drawing and the figures written thereon, the figures shall be taken as correct. Detail Drawings shall prevail over general Drawings and General Notes shall prevail over Drawings. The Specifications shall prevail over the Drawings. The Contract Conditions shall prevail over the Bidding Documents. The Contract shall prevail over the Contract Conditions.

Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Director for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of the Contract Documents, reference shall be made to the Director. The decisions of the Director shall be final.

2-1.04 **SUBMITTALS.** It shall be the Contractor's responsibility to timely submit, so as to cause no delay in the Work, all shop Drawings, descriptive data, manuals, instructions, affidavits, samples for the various trades as required by the Supplemental and Technical Conditions, and offers of alternatives, if any. Such submittals shall be checked and coordinated by the Contractor with the Work of other trades involved before they are submitted to the Director for examination.

The Contractor shall deliver at least seven (7) copies of the Submittals to the Director. Work requiring the submittal of working Drawings, descriptive data or samples shall not begin prior to approval of said submittal by the Director.

The time allowed for review of each submittal will be as indicated in the Supplemental Conditions. Review time will start upon receipt of the submittal by the Director and will end

upon the Director's mailing of the submittals to the Contractor. Defective, incomplete or partial submittals will be returned to the Contractor unreviewed.

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

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

2-1.04A **SHOP DRAWINGS.** The Contractor shall submit at least seven (7) copies of all shop Drawings required by the Supplemental Conditions or Specifications. Two (2) copies will be returned to the Contractor either approved for use or returned for correction and resubmittal. Shop Drawings include any drawing, which requires execution by a draftsman as distinguished from printed matter. The size of shop Drawings shall not exceed twenty-four (24") inches by thirty-six (36") inches.

2-1.04B **DESCRIPTIVE DATA.** The Contractor shall submit seven (7) copies of each set of manufacturer's brochures or other data required by the Supplemental Conditions or

Specifications. The City will examine such submittals and return two (2) copies either approved for use or returned for correction and resubmittal.

2-1.04C **SAMPLES.** The Contractor shall submit samples of articles, materials or equipment as required by the Supplemental Conditions or Specifications. The Work shall be in accordance with the approved samples. Samples shall be removed from City property when directed or may be incorporated in the Work if approved by the Director. Samples not removed by the Contractor will become the property of the City or, at the City's option, will be removed or disposed of by the City at the Contractor's expense.

2-1.04D **MANUALS, INSTRUCTIONS AND AFFIDAVIT.**

A. **Manuals and Instructions.** Where operation and maintenance manuals are required by the Supplemental Conditions, the Contractor shall submit three (3) sets of manuals, suitably bound, along with three (3) electronic copies in an approved format, to the Director within forty-five (45) Days after favorable review of the equipment or facilities. All manuals shall be marked to indicate the specific equipment furnished for this project and shall include:

1. Start-up instructions
2. Normal operation instructions
3. Trouble shooting instructions
4. Lubrication instructions
5. Maintenance and reinstallation instructions
6. Parts identification
7. List of spare parts recommended to have on hand
8. Operator safety

In addition, all operation and maintenance manuals for electrical equipment shall include:

9. Equipment ratings
10. Calibration curves and rating tables if appropriate

Operation and maintenance manuals for complex equipment shall also include:

11. Alternate specified operating modes
12. Emergency shutdown instructions
13. Normal shutdown instructions
14. Long term shutdown instructions

Operation and maintenance manuals for systems comprised of separate pieces of equipment shall include a system explanation of items 1, 2, 3, 11, 12, 13 and 14 as well as the instructions for the separate pieces of equipment.

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

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

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

2-1.04E **ALTERNATIVES.** For convenience in designation in the Contract Documents, certain materials, articles, or equipment may be designated by a brand or a trade name or the name of the manufacturer together with catalog designation or other identifying information, hereinafter referred to generically as “designated by brand name.” An alternative material, article, or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed for use provided the Contractor complies with the following requirements:

A. The Contractor shall submit his proposal for an alternative in writing. Such request shall be made in ample time to permit approval without delaying the Work.

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

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

If any mechanical, electrical, structural, or other changes are required for the proper installation and fit of alternative materials, articles, or equipment, or because of deviations from the Contract, such changes shall not be made without the approval of the Director and shall be made without additional cost to the City.

2-1.05 **PRESERVATION AND CLEANING.** The Contractor shall clean up the Work at frequent intervals and at other times when directed by the Director. While finish Work is being accomplished, floors, Work areas and finished areas shall be kept clean, free of dust, construction debris and trash. Upon completion of the Work, the Contractor shall remove from the Premises his construction equipment and any waste materials not previously disposed of, leaving the Premises thoroughly clean and ready for final inspection.

2-1.06 **LIMITATIONS ON WORK SITE AND PREMISES.** The Contractor shall limit his construction operations to the Work Site unless otherwise shown on the Drawings or specified. The Contractor shall perform no operation of any nature over or on the Premises except such operations as are authorized by the Contract Documents or as authorized by the Director.

2-1.07 **DUST CONTROL.** During the performance of all Work under this Contract, the Contractor shall assume all responsibility for dust control and shall furnish all labor, equipment, and means required to carry out proper and efficient measures wherever and whenever dust control is necessary to prevent the operations from producing dust damage and nuisance to persons and property. Any claims resulting from dust damage or nuisance shall be borne solely by the Contractor. The Contractor shall comply with all applicable Air Quality Act requirements.

2-1.08 **SANITATION.** The Contractor shall provide sanitary facilities for all persons working on the Work.

2-1.09 **NIGHT WORK AND NORMAL WORKING HOURS.** Normal working hours at the construction site shall be between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday. Legal holidays are excluded. Certain utility connections and street operations are anticipated to require night Work by the Contractor during low usage periods. The Contractor may also be required to prosecute the Work at night if, at any time, the Director shall deem it necessary for the progress of the Work, or if emergencies arise. The Contractor shall promptly comply with any such requirements made in writing by the Director. The Contractor will also be permitted to Work at night if he or she shall satisfy the Director of the need therefor, in order to maintain the required progress or protect the Work from the elements. Certain activities are required to be performed at night for nominal progress of the Work and/or are specified to be performed at night by other portions of the Supplemental Conditions. When required, ordered, or permitted to Work at night, the Contractor shall provide sufficient and satisfactory lighting and other facilities therefor. The Contractor shall receive no extra payment for night Work, if specified or if required to be performed during the normal progress of the Work, but compensation shall be considered as having been included in the price stipulated for the Work.

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

2-1.10 **LINES AND GRADES.** Unless otherwise provided in the Supplemental Conditions, the Contractor shall lay out all Work, including structures and pipelines, and shall be

responsible for any errors resulting therefrom. In all questions arising as to proper location of lines and grades, the Director's decision will be final.

As part of the bid price for the construction of the improvements, the Contractor shall provide and be responsible for the layout of all Work on this project. The Contractor shall provide all necessary surveys, field staking, and positioning for the construction of all components at the proper alignment, elevations, grades, and positions, as indicated on the Drawings and as required for the proper operation and function. The Contractor shall stake his Work area limits.

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

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

2-1.11 **PRESERVATION OF MONUMENTS.** Any monuments or bench marks disturbed by construction operations shall be repaired per the City's standard and promptly re-established by a registered land surveyor or civil engineer. A plat for each monument shall be furnished to the Director after the plat has been recorded with the County Recorder's Office at no additional cost to the City. The recorded plat shall serve as a record of the re-establishment of said existing survey points.

2-1.12 **FINAL CLEANUP.** Prior to final Acceptance of the Work, the Contractor shall thoroughly clean the Premises, remove all temporary structures built by or for

the Contractor, and remove all equipment and surplus construction material and debris from the area. The entire project, before Acceptance by the City, shall be left in a neat and clean condition. All Work areas and temporary construction areas shall be returned to essentially the same conditions existing before the commencing of project construction.

2-1.13 **AS-BUILT PLANS.** The Contractor shall maintain one set of the full size prints furnished by the City and mark thereon any deviations from plan dimensions, elevations, or orientations. Also, the Contractor shall locate on said prints, all underground facilities, such as piping, conduits and tanks by accurate field measurement from structure walls, corners, etc. The Contractor shall submit the prints and an electronic CD in good condition to the Director upon completion of the job as a condition of Acceptance of the project. Marked prints shall be updated at least once each week and shall be available to the Director for review as to currency prior to developing partial payment estimates. After the completion of testing, but prior to Acceptance, the Contractor shall submit as built electrical Drawings and an electronic CD showing all components and their wiring, and as specified in the Supplemental Conditions.

2-1.14 **SUPERINTENDENCE.** The Contractor shall designate in writing before starting Work, an authorized representative who shall have the authority to represent and act for the Contractor.

When the Contractor is comprised of two (2) or more persons, firms, partnerships, or corporations functioning on a joint venture basis, said Contractor shall designate in writing before starting Work, the name of one authorized representative who shall have the authority to represent and act for the Contractor.

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

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

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

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

2-1.15 **CHARACTER OF WORKER.** If any subcontractor or person employed by the Contractor shall appear to the Director to be incompetent or to act in a disorderly or improper manner, he or she shall be removed immediately on the requisition of the Director, and such person shall not again be employed on the Work.

2-1.16 **INSPECTION.** The Contractor shall at all times permit the Director to inspect the Work of any part thereof. The Contractor shall maintain proper facilities and provide safe access for such inspection by the Director to all parts of the Work, and to the shops where the Work is in preparation. Work shall not be covered up until authorized by the Director and the Contractor shall be solely responsible for notifying the Director where and when such Work is in readiness for inspection and testing. Should any such Work be covered without authorization, it shall, if so ordered, be uncovered at the Contractor's expense.

Whenever the Contractor intends to perform Work on Saturday, Sunday, or a legal holiday, he or she shall give notice to the Director of such intention forty-eight (48) hours prior

to performing such Work, or such longer period as may be specified so that the Director may make necessary arrangements.

2-1.17 **REMOVAL OF REJECTED AND UNAUTHORIZED WORK.** All

Work which has been rejected shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the Director and no compensation will be allowed the Contractor for such removal, replacement, or remedial Work.

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

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

SECTION 3

CHANGES IN THE WORK

3-1.01 **CHANGES.** The Department reserves the right to order changes in the Contract at any time prior to the Acceptance of the Work by the Director, and the Contractor shall comply with such order. Department also reserves the right to use its own forces or to contract with others to accomplish changes in the Work at its discretion. Changes or deviations from the Contract shall not be made without authority in writing from the Director, and any change to the Work without the Director's written approval will be considered unauthorized Work and will not be paid for.

On the basis set forth in this Section 3, the Contract Lump Sum Price shall be adjusted for any ordered change, which results in a change in the cost of the Work.

When ordered by the Director, the Contractor shall halt Work in the area affected by a proposed change. Whenever it appears to the Contractor that a change is necessary, the Contractor shall immediately notify the Director of the reasons for such change; however, Work in the area affected shall not be discontinued unless ordered by the Director.

For any approved change in the Work, the Contractor shall be entitled to an adjustment in time equal to the number of Days which completion of the entire Work is delayed due to the changed Work. The Contractor's cost estimate for the changed Work shall state the amount of extra time, if any, that he or she considers should be allowed for making the requested change. Failure to request additional time when submitting such estimate shall constitute a waiver of the right to later claim any adjustment in time based upon changed Work. Disagreement as to time adjustments shall not affect Contract price adjustments, nor shall it be cause for not proceeding

with the changed Work when ordered by the Director. The Contractor shall have the right, however, to further pursue a time adjustment in the event an agreement is not reached. The Contractor shall not be entitled to a time extension or adjustment for any Change Order or delays in activities not on the critical path unless the delay or change exceeds the total float of the activities being delayed or changed.

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

If agreement is reached on the adjustment in compensation as provided in Section 3-1.04, "Agreed Cost for Change Orders," of these General Conditions, the Contractor shall proceed with the Work as changed at the agreed price.

If the Contractor and the Director fail to agree as to the adjustment in compensation for the performance of the changed Work, the Contractor, upon written order from the Director, shall proceed immediately with the changed Work and the Contract price shall be adjusted in accordance with Section 3-1.05, "Failure to Agree to the Cost of Change Orders," of these General Conditions.

If the Contractor fails to submit his cost estimate within such fifteen (15) day period, the Contractor shall commence the Work as changed immediately upon receipt of written order of the Director, and the Contract price will be adjusted in accordance with the Director's cost estimate for the changed Work, unless the Contractor, within fifteen (15) Days following completion of changed Work, presents proof to the satisfaction of the Director that the Director's estimate of cost was in error.

3-1.03 **EMERGENCY AND INDETERMINATE TYPE CHANGE**

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

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

3-1.04 **AGREED COST FOR CHANGE ORDERS.** If the Director and the Contractor agree as to the adjustment in compensation for the performance of changed Work on the basis of the Contractor's proposed cost estimate of the Work, the Contract price will be adjusted accordingly. The agreement shall be in writing and executed by both parties.

3-1.05 **FAILURE TO AGREE TO THE COST OF CHANGE ORDERS.**
When a proposed Change Order decreases the cost of the Work and the Director and the

Contractor fail to agree upon the decreased cost thereof, the Director's estimated decrease in cost shall be deducted from the Contract price. The Contractor will be allowed fifteen (15) Days after receipt of a Contract Change Order approved by the Director, in which to file a written protest setting forth in what respects he or she differs from the Director's estimate of decreased cost, otherwise the decision of the Director to deduct the estimate of decreased cost shall be deemed to have been accepted by the Contractor as correct.

In the event the Director and the Contractor fail to agree on the cost of a Change Order which increases the cost of the Work, the Director will maintain a daily job record containing a detailed summary of all labor, materials and equipment required by the ordered change. At the end of each day's Work, the Contractor shall review the Director's daily job record comparing with his own records, and after agreement is reached, the daily job record shall be signed by both the Director and the Contractor and shall become the basis for payment for the changed Work. Upon completion of the Work under the Change Order, the Contractor shall submit an invoice listing only those items of labor, materials and equipment that were agreed to by both the Director and the Contractor to be in addition to the requirements of the Contract, together with allowable markups.

When there is a failure to agree as to cost, no payment for the changed Work will be made to the Contractor until all Work called for in the Change Order has been completed, except that progress payments may be made on those portions of the changed Work which the Contractor and the Director agree as to cost.

3-1.06 **ALLOWABLE COSTS FOR CHANGE ORDERS.** The only costs which will be allowed because of changed Work and the manner in which Such costs shall be computed are set forth in Sections 3-1.06(A) through 3-1.06(E) of these General Conditions.

Where the term "actual cost" is used in the aforesaid sections, it shall be deemed to mean "estimated cost" where the adjustment in compensation is of a necessity based upon estimated costs.

3-1.06(A) **LABOR.** The Contractor will be paid an amount based on the actual cost for labor and supervision directly required for the performance of the changed Work, including payments, assessment of benefits required by lawful labor union collective bargaining agreements; compensation insurance payments; contributions made to the State pursuant to the Unemployment Insurance Code, and for taxes paid to the Federal Government pursuant to the Social Security Act of August 14, 1935, as amended. No labor cost will be recognized at a rate in excess of the wages prevailing in the locality at the time the Work is performed, nor will the use of a labor classification, which would increase the cost, be permitted unless the Contractor establishes to the complete satisfaction of the Director the necessity for payment at a higher rate.

3-1.06(B) **MATERIALS.** The Contractor will be paid an amount based on the actual cost of the materials directly required for the performance of the changed Work. Such cost of materials may include the costs of procurement, transportation and delivery if necessarily incurred. If a cash or trade discount by the actual supplier is available to the Contractor, it shall be credited to the City. If the materials are obtained from a supply or source owned wholly or in part by the Contractor, payment therefor will not exceed the current wholesale price for such materials. If, in the opinion of the Director, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost to him or her from the actual supplier, the cost of the materials shall be deemed to be the lowest current wholesale price at which similar materials are available in the quantities required. The Department reserves the right to

furnish such materials required by the Change Order as it deems advisable, and the Contractor shall have no claim for cost or markups on material furnished by the Department.

3-1.06(C) **EQUIPMENT.** The Contractor will be paid an amount based on the actual cost for the use of equipment directly required and approved by the Director in the performance of the changed Work. No payment will be made for time while equipment is inoperative due to breakdowns or on Days when no Work is performed. In addition, the rental time shall include the time required to move the equipment to the Work from the nearest available source of such equipment, and to return it to the source. If such equipment is not moved by its own power, then loading and transportation costs will be paid. Moving time, loading and transportation costs will only be paid if the equipment is used exclusively on the changed Work during the time between move in and move out. Individual pieces of equipment having a replacement value of One Hundred Dollars (\$100) or less shall be considered to be tools or small equipment, and no payment will be made therefore. For equipment owned, furnished, or rented by the Contractor, no cost therefore shall be recognized in excess of the rental rates established by distributors or equipment rental agencies in the locality where the Work is performed.

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

16 1/2 percent for labor;

16 1/2 percent for materials; and

16 1/2 percent for equipment rental.

The above markups include full compensation for bonds, profit and Overhead and shall not include work done by a subcontractor. When a Change Order decreases the cost of the Work, the reduction in cost shall include a five percent (5%) markup on the estimated cost for furnishing the labor, materials and equipment, which would have been used on such Work, had the Change Order not been issued.

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

The actual costs of labor, materials, and equipment rental for added and deleted Work shall be calculated separately without adding markups. If the difference between the calculated costs for labor results in an increased cost, a markup of sixteen and one-half percent (16.5%) shall be applied to the increased cost. If the difference between the calculated costs of materials or equipment rental results in an increased cost, a markup of sixteen and one-half percent (16.5%) shall be applied to the increased costs of materials or equipment rental, as the case may be. If the difference between the calculated costs for labor, materials or equipment rental results in a decreased cost, a markup of five percent (5%) shall be applied to the decreased costs of labor, materials or equipment rental, as the case may be.

Contractor shall not add mark-ups on work performed and billed by City staff.

3-1.06(E) **GENERAL LIMITATIONS.** In no event shall any actual cost for added Work be recognized in excess of market values prevailing at the time of the change, unless the Contractor can establish to the satisfaction of the Director that he or she investigated all possible means of obtaining such Work at prevailing market values and that the excess cost could not be avoided. The Director shall determine the necessity for incurring the costs enumerated above, and as to whether they are directly at the option of the Director. When a Change Order deletes

Work from the Contract, the computation of the cost thereof shall be the values that prevailed at the time bids for the Work were opened.

When Change Order Work is performed by a subcontractor, Contractor's compensation shall be based on all Direct Costs as listed in the subcontractor's portion of the proposal and an amount determined by the Director not to exceed fifteen percent (15%) to Contractor as Overhead and profit.

It is understood and agreed by the City and the Contractor that the Contractor will incur Overhead costs for temporary facilities, superintendence, home office Overhead, and similar cost items, and that the costs of such Overhead for the full Contract period through the specified completion date are included in the Contractor's lump sum bid amounts included in his accepted Proposal. No additional compensation will be made to the Contractor for claims of increased Overhead costs occurring within the originally specified construction Contract period plus any time extensions granted by Change Order.

3-1.07 If the Contract price increases by the issuance of Change Orders, the Contractor shall within ten (10) calendar Days provide a commensurate increase in the penal amounts of the bonds required.

SECTION 4

CONTROL OF MATERIALS

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

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

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

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

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

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

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

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

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

4-1.03 **SAMPLING AND TESTING OF MATERIALS.** Unless otherwise specified, all tests shall be performed in accordance with the methods used by the State Department of Transportation (Caltrans) and shall be made by the Director or his or her designated representative.

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

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

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

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

and furnished by the Contractor at his or her expense. The number of such samples and test specimens shall be entirely at the discretion of the Director.

When requested by the Director, the Contractor shall furnish, without charge, samples of all material entering into the Work, and no material shall be used prior to approval by the Director, except as provided in Section 4-1.04, "Certificates of Compliance," of these General Conditions.

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

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

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

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

If the engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Director may require, that portion of

the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective and the Work was not covered without favorable review of the Director, the Contractor will be allowed an increase in the Contract price or an extension of the Contract time, or both, to cover his or her costs directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order shall be issued.

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

It is the Contractor's responsibility to supervise the Work and complete the project in accordance with the Contract Documents. In the course of managing that effort, the Contractor shall generate his or her own punch lists as deemed necessary. The Director may prepare punch lists for the Director's own use in communicating with the Contractor; however, the Director shall be under no obligation to prepare punch lists for the Contractor. In general, the Director will prepare punch lists only after the Contractor has given the Director written notice that the subject Work is completed and tested in accordance with the Contract Documents and is

ready for operation and/or use and/or occupancy. Failure of the Director to include an item in a punch list shall not relieve the Contractor of his duty to satisfactorily complete all Work required by the Contract Documents.

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

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

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

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

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

C. Costs of Testing.

1. Initial Services: The City shall furnish and pay for all initial testing services required by the Contract Documents. When initial tests indicate non-compliance with the Contract Documents, the cost of initial tests associated with that non-compliance will be deducted by the City from the balance owed the Contractor. The Contractor shall furnish samples of materials for testing as may be required by the Director. Such samples shall be furnished without cost to the City.

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

Contractor shall be billed for each additional test.

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

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

4-1.04 **CERTIFICATES OF COMPLIANCE.** A Certificate of Compliance shall be furnished prior to the use of any materials for which the Supplemental Conditions

require that such a Certificate be furnished. In addition, the Director may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Supplemental Conditions. A Certificate of Compliance shall be furnished with each lot of such materials delivered to the Work and the lot so certified shall be clearly identified in the Certificate.

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

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

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

SECTION 5

LEGAL RELATIONS AND RESPONSIBILITY

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

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

5-1.03 **NONDISCRIMINATION.**

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

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

B. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, medical disability, medical condition, marital status, age, sex or sexual orientation. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0 et seq.) and other applicable State and Federal regulations pertaining to nondiscrimination and affirmative action which are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

5-1.04 **PREVAILING WAGE.** The Contractor shall comply with Labor Code Sections 1770 et seq. In accordance with said Section 1775 the Contractor shall forfeit as a penalty to the City Fifty Dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates for such Work or craft in which such worker is employed for any public work done under the Contract by the Contractor or by any subcontractor under the Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated Prevailing Wage Rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated Prevailing Wage shall be paid to each worker by the Contractor or subcontractor.

Pursuant to the provisions of California Labor Code Sections 1773, the Department has identified the source, stated below, of the General Prevailing Rate of Wages applicable to the Work to be done, for straight time, overtime, and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>, which is a part of this Contract.

Pursuant to Labor Code Section 1773.2, General Prevailing Wage Rates set forth above, which forms a part of this Contract, shall be posted by the Contractor at a prominent place at the site of the Work.

Prevailing Wage Rates to be posted at the job site will be furnished by the Department.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the Prevailing Wage Rate set forth in

the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her Bid, and will not under any circumstances be considered as the basis of a claim against the City or Contract.

5-1.05 **TRAVEL AND SUBSISTENCE PAYMENTS:** [Reserved]

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

A. Each Contractor and subcontractor shall keep accurate and current payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

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

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

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

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

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

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

E. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor- management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent the disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor

management committee reasonable attorney's fee and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

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

G. The Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the Contractor or subcontractor fails to comply with the ten (10) day period, the Contractor shall, as a penalty to the State or City, forfeit twenty-five (\$25) Dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payment or final payment then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

5-1.07 **SAFETY.** It is the intent of the parties that the City is not an exposing, creating, controlling, or correcting employer under California Labor Code section 6400. In accordance with generally accepted construction practices and State law, the Contractor shall have the authority and be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the Work. Moreover, the Contractor shall be the controlling employer and has the authority and responsibility to enforce worksite safety. The Contractor shall be responsible for conducting daily safety inspections and

assuring all hazards and violations are abated. The Contractor is responsible for assuring that all subcontractors adhere to the minimum CAL/OSHA safety requirements and that each subcontractor has an effective CAL/OSHA IIP (Illness and Injury Protection Program) in place that specifically addresses all potential exposures, such as, but not limited to, fall protection, confined space, and trenching/shoring. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall be responsible for any delay costs or damages in the event the progress of Work is slowed or stopped due to a safety violation.

Contractor shall inform CITY in advance of the quantity of chemical(s) to be used for the project and the total quantity of chemical(s) that will be brought onto City property. In addition, Contractor shall provide CITY with one copy of the Material Safety Data Sheet (MSDS) for each chemical expected to be used to complete the project.

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

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

All Work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements

of CAL/OSHA. The Contractor shall be solely responsible for compliance with all City, County and State blasting requirements and for any damages caused by his or her operations.

In accordance with State Labor Code Section 6705, the Contractor shall submit to the City specific plans to show details of provisions for worker protection from caving ground. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by the Contractor or the Contractor's subcontractors. The detailed Plan showing design of shoring, bracing, sloping or other provisions shall be prepared by a registered civil or structural engineer in the State of California as required. Acceptance by the City or its designated agent only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the Plans, which are solely the responsibility of the Contractor and his or her registered engineer.

Notwithstanding any classifications relative to the Tunnel Safety Orders, Work within confined spaces on this project is subject to the definitions and applicable provisions of California Code of Regulations Section 8400 et seq., Title 8.

The Contractor shall so perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction. Contractors or subcontractors removing one hundred (100') or more square feet of asbestos must be "Certified" in accordance with State law. All Work involving exposure to asbestos and all other hazardous materials shall be performed with protection of personnel in compliance with all applicable regulations and safety requirements.

Nothing in these General Conditions is to be construed to permit Work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor tight or explosion proof electrical installation is required by code, this shall be provided. In accordance with the provisions of Labor Code Section 6707, the Contractor shall provide adequate sheeting, shoring and bracing for employee protection, as provided in his proposal as separate Bid Items.

5-1.08 **APPRENTICES.** Attention is directed to Labor Code Sections 1777.5, 1777.6 and 1777.7 and Title 8, California Code of Regulations Section 200 et seq. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor should, where some questions exist, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California, or one of its branch offices prior to commencement of Work on the public works Contract. Responsibility for compliance with this section lies with the prime Contractor.

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

5-1.09 **FAIR LABOR STANDARDS ACT.** Attention is invited to the fact that the City has been advised by the Wage and Hour Division, U.S. Department of Labor, that Contractors engaged in construction Work are required to meet the provisions of the Fair Labor Standards Act of 1958 and as amended (52 Stat. 1060).

5-1.10 **WORKERS' COMPENSATION.** Pursuant to the requirements of Labor Code Section 1860, the Contractor will be required to secure the payment of workers' compensation to his employees in accordance with the provisions of Labor Code Section 3700.

Prior to the commencement of Work, the Contractor shall sign and file with the Director a certification in the following form:

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

5-1.11 **AIR POLLUTION CONTROL AND ASBESTOS.** The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Government Code Section 11017.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the applicable Air Quality Management District. All containers of solvent, paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

Unless otherwise provided in the Supplemental Conditions, material to be disposed of shall not be burned, either inside or outside the Premises.

The Contractor shall comply with all rules, regulations, statutes and ordinances regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601 and 40 C.F.R. Part 61, Subpart M.

If the Contractor discovers that a building to be demolished or renovated contains asbestos containing material, the Contractor shall immediately cease Work and notify the City.

5-1.12 **USE OF PESTICIDES.** The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the Work on the Contract.

Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weed, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered as pesticide.

5-1.13 **SOUND CONTROL REQUIREMENTS.** The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract. Work shall not begin before 7 a.m. nor occur after 7 p.m.

Each internal combustion engine, used for any purpose on the Work or related to the Work, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

ENVIRONMENTAL CLEARANCES; MITIGATION**MONITORING PROGRAMS; AND REGULATORY AGENCY PERMIT**

REQUIREMENTS. The Department will obtain all environmental clearances and other authorizations necessary for this project as set forth in the Contract Documents. The Contractor shall comply with the provisions, including giving notices during construction when required, of said authorizations. In the event the obtaining of said authorizations delays completion of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

Contractor shall comply with: 1) all mitigation identified in the mitigation monitoring program (attached to and adopted as a component of the mitigated negative declaration or Environmental Impact Report) to mitigate impacts to protected natural resources; and 2) all related permit requirements issued by the regulatory agencies authorizing the project. Contractor shall defend, indemnify, and save and hold harmless the CITY, its officers, agents, and employees from any fines, claims, suits, actions or regulatory sanctions of every name, kind and description brought forth, or on account of, damage to protected natural resources from or arising out of Contractor's negligence or willful misconduct in the performance of this Agreement.

5-1.15 **PERMITS AND LICENSES.** The Contractor shall procure all permits and licenses in coordination with the Director and give all notices necessary and incident to the due and lawful prosecution of the Work. All permits and licenses shall be obtained in sufficient time to prevent delays to the Work. All fees and connection charges specifically related to the Work shall be paid by City. The Contractor shall obtain and maintain a City business license.

5-1.16 **WATER POLLUTION.** The Contractor shall comply with all water pollution control rules, regulations, ordinances and statutes which apply to any Work performed

pursuant to the Contract, including any water pollution control rules, regulations, and statutes, specified by the most current State of California NPDES General Permit for Stormwater Discharges Associated with Construction Activity.

The Contractor shall take all necessary precaution to protect streams, vernal pools, ponds, and lakes from pollution with fuels, oils, bitumen, and other harmful materials as consistent with the law. Also, the Contractor shall conduct and schedule operations so as to avoid discharging pollutants, such as but not limited to: sediment and silt to the storm drain system. The storm drain system consists of all facilities that are designed to convey stormwater to the Waters of the State as defined in the California Water Code. The storm drain system includes, but is not limited to, all streets, gutters, drain inlets, roadside ditches, streams, vernal pools, ponds, and lakes.

5-1.17 **PROTECTION AND USE OF PROPERTY.** The Contractor shall be responsible for and provide and maintain all proper temporary walks, roads, guards, railings, lights, warning signs, and take precaution at all times to avoid injury or damage to any person or any property, and upon completion of the Work, or at other times as directed, restore Premises and adjacent property to a proper condition. In the event of such injury or damage, Contractor shall report such injury and damage to City within 48 hours of occurrence.

The Contractor shall protect adjoining property and nearby buildings, including City buildings, City roads, and public streets or roads, from dust, dirt, debris, or the nuisance arising out of the Contractor's operations or storage practices, and, if ordered by the Director, the Contractor shall provide and install suitable safeguards, approved by the Director, to protect such objects from damage. If such objects are damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense.

If the Contractor damages any buildings, roads or other property which belong to the City, or any Department or agency thereof, then the Director, at his or her option, may retain from the money due under the Contract an amount sufficient to insure repair of the damage.

The Director may make or cause to be made such temporary repairs as are necessary to restore to service any such damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due the Contractor under the Contract.

5-1.18 **RESPONSIBILITY FOR DAMAGE.** The City of Roseville, its officers, agents, employees, and volunteers, including but not limited to the Director and the City Director, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, his or her workers, or anyone employed by the Contractor or the Contractor's subcontractors.

The Contractor shall be responsible for any liability imposed by law and for injuries to, or death of, any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions, or from any cause whatsoever during the progress of the Work or at any time before its completion and final Acceptance.

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save harmless the City of Roseville, and its officers, Directors, agents, subcontractors, employees, and volunteers from all claims, suits or actions of every name, kind and description, brought forth, or on account of, injuries to or death of any

person including, but not limited to, workers and the public, or damage to property resulting from the performance of the Contract, except as otherwise provided by statute. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Civil Code Section 2778.

The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

It is the intent of the parties that the Contractor will defend, indemnify, and hold harmless the City of Roseville, and its officers, agents, employees, and volunteers from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence whether active or passive, primary or secondary on the part of the City, the Contractor, the subcontractor or employee of any of these, except that such duty does not apply where the injury or damage is due to the sole or active negligence of the City.

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

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the Department may be retained by the City until disposition has been made of such suits or claims for damages.

The retention of money due the Contractor shall be subject to the following:

A. The City will give the Contractor thirty (30) Days notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to

Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 7-1.05, "Partial Payments," of these General Conditions.

C. If the City has retained funds and it is subsequently determined that the City is not entitled to be indemnified and saved harmless by the Contractor in connection with matter for which such retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

5-1.19 **INSURANCE COVERAGE.**

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

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies licensed to do business in the State of California and who hold a current policy holders alphabetic and financial

size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required. Commercial General Liability, automobile liability, and workers' compensation insurance shall be maintained as follows:

- | | | |
|----|---|--|
| 1. | Commercial General Liability for
Minor Construction Projects
(Projects under \$1,000,000) | \$2,000,000 each occurrence
\$4,000,000 aggregate
Personal Injury:
\$2,000,000 each occurrence
\$4,000,000 aggregate |
| | Commercial General Liability for
Major Construction Projects
(Projects over \$1,000,000) | \$5,000,000 each occurrence
\$10,000,000 aggregate
Personal Injury:
\$5,000,000 each occurrence
\$10,000,000 aggregate |

The Commercial General Liability policy shall include coverage or endorsements for:

- a. Completed operations.
- b. Losses related to independent contractors, products and equipment.
- c. Explosion, collapse and underground hazards.

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

- a. Inclusion of the City of Roseville, and its officers, agents, employees and volunteers, as additional insured (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the Insurance Services Office ("ISO") CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsements must include coverage for on-going and completed operations. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. Cross liability and severability of interest clauses providing that the insurance applies separately to each insured except with respect to the limits of liability.

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

d. Such insurance shall specifically cover the contractual liability of the CONTRACTOR.

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

f. Waiver of subrogation endorsement.

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

SPECIAL NOTICE - CLAIMS MADE COVERAGE:

Liability insurance coverage may not be written on a "claims made" basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

2. Comprehensive Automobile Liability for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles.

3. Statutory Workers' Compensation and Employer's Liability Insurance. including a waiver of subrogation endorsement and a Broad Form "All-States" Endorsement; for all employees engaged in services or operations under the Contract. The employer's liability insurance shall provide limits of not less than One Million Dollars (\$1,000,000) per occurrence. Both the workers' compensation and employer's liability policies shall contain the Insurer's waiver of subrogation in favor of the City, its officers, agents, employees, and volunteers.

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

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

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a

magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

5-1.19(A) **OTHER INSURANCE PROVISIONS.**

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

B. The City acknowledges that some insurance requirements contained in the Contract Conditions may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions (“SIR”) must be declared on the certificate of insurance and approved by CITY in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right..

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this

Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

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

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

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

5-1.20 **THIRD PARTY BENEFICIARY.** Nothing in the Contract is intended to make the public or any member thereof a third party beneficiary hereunder, nor is any term

and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

5-1.21 **OCCUPANCY BY THE DEPARTMENT PRIOR TO**

ACCEPTANCE. The Department reserves the right to occupy all or any part of the project prior to completion of the entire Contract, upon written order therefor. In such event, the Contractor will be relieved of responsibility for any injury or damage to such part as results from such occupancy and use by the Department. If the Contractor carries insurance against damage to such Premises or against liability to third persons covering the Premises so used and occupied by the Department, and of such occupancy results in increased premiums for such insurance, the Department will pay to the Contractor the added cost for such insurance during the period of occupancy.

Such occupancy does not constitute Acceptance by the Director either of the complete Work or of any portion thereof, nor will it relieve the Contractor of full responsibility for correcting defective Work or materials found at any time before the formal written Acceptance of the entire Contract by the Director or during the full guarantee period after such Acceptance, as provided in Section 7-1.09, "Guarantee," of these General Conditions.

5-1.22 **RIGHT TO OPERATE UNSATISFACTORY EQUIPMENT.** If, after installation, the operation or use of the facilities or equipment to be furnished under this Contract proves to be unsatisfactory to the Director, the City shall have the right to operate and use such facilities until they can, without damage to the City, be taken out of service for correction or replacement. Such period of use of the defective facilities, pending correction or replacement, shall in no way decrease the guarantee period required for the acceptable corrected or replaced items of materials or equipment.

5-1.23 **CONTRACTOR'S RESPONSIBILITY FOR THE WORK.** Except as

otherwise provided herein, the Contractor shall have the charge and care of the Work and shall bear the risk of injury or damage to any part of the Work by the action of the elements or from any other cause whether arising from the execution or from the nonexecution of the Work until the Acceptance of the Contract by the Director. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and Acceptance, and shall bear the expense thereof. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for the Work and he shall also be responsible for all materials, and shall properly store them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

The Contractor will be relieved of responsibility for any injury or damage to the Work caused by the following:

A. An earthquake in excess of a magnitude of 3.5 on the Richter Scale or a tidal wave, when the effect of such has been proclaimed a disaster or state of emergency by the Governor of the State of California or by the President of the United States, or was of such magnitude at the site of the Work as to have been sufficient to have caused a proclamation of disaster or state of emergency, had it occurred in a populated area.

B. Occupancy and use by the Department or the public prior to the completion of the entire project.

C. Acts of the Federal Government or the public enemy.

5-1.24 **RESPONSIBILITY FOR UTILITIES.** The Contractor shall be responsible at his or her own cost for any and all Work, expense or special precautions caused or required by the existence or proximity of utilities encountered in performing the Work, including

without limitation, repair of any or all damage and all hand or exploratory excavation required. The Contractor is cautioned that such utilities may include communication cables or electrical cables which may be high voltage, and when working or excavating in the vicinity of such cables, or the ducts enclosing such cables, the Contractor shall observe at his or her own cost any special precautions required. Suitable warning signs, barricades, and safety devices shall be erected as necessary or required.

However, if during the course of the Work the Contractor encounters utility installations which are not shown or indicated in the Contract Documents or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination, then the Contractor shall promptly notify the Director in writing. Where necessary for the Work of the Contract, the Director shall issue a written order to the Contractor to make such adjustments, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. The Contractor shall perform the Work described in such written order, and compensation therefor will be made in accordance with Section 3 of these General Conditions relating to changes in the Work. Except for the items of cost specified in said Section 3, the Contractor shall receive no compensation for any other cost, damage delay, interference, or hindrance to him or her due to the presence of such utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions for the Director, then he or she shall be liable for any or subsequent to discovery thereof, and he or she shall repair and make good such damage at his or her own cost.

The precise location of underground facilities can only be determined by careful probing or hand digging in compliance with Article 6 of the OSHA Construction Safety Orders which states in part:

"Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by careful probing or hand digging, and, when it is uncovered, adequate protection shall be provided for the existing installation."

The location of known existing utilities and pipelines are shown on the Drawings in their approximate locations. Some of the locations include multiple conduits. The Contractor shall exercise care in avoiding damage to those facilities which are to remain in service subsequent to the construction of the particular new facility involved and he or she will be held responsible for their repair if damaged. The Contractor shall also exercise care in maintaining those pipes and facilities required for continuing operation of the existing facilities until such time as they can be abandoned. There is no guarantee that all utilities or obstructions are shown or that the locations indicated are accurate.

The Contractor shall exercise extreme caution in working in the area adjacent to the existing pipelines and utility services. It is essential that all the existing facilities be maintained in service. Construction of the connections between the existing facilities and the new facilities shall be at times and during periods acceptable to the City. The Contractor shall advise the Director in writing of his proposed construction schedule for these connections at least forty-eight (48) hours in advance.

The Contractor shall uncover all piping and conduits, to a point one foot (1') below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines

shall be laid to such grade as to clear all existing facilities which are to remain in service. If the Contractor does not expose all required utilities, he shall not be entitled to additional compensation for Work necessary to avoid interferences nor for repair to damaged utilities. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury or damage to workers and to the electrical ducts or conduits.

5-1.25 **PROPERTY RIGHTS IN MATERIALS.** Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or soil or after partial payment has been made as provided in Section 7-1.05, "Partial Payment," of these General Conditions for material delivered on the ground or stored subject to or under the control of the City and unused. All such material shall become the property of the City upon being so attached or affixed or upon payment for materials delivered on the ground or stored subject to or under the control of the City and unused, as provided in said Section 7-1.05.

5-1.26 **COURT ORDERED DELAY.** If, pursuant to court order, the Department temporarily suspends performance of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

5-1.27 **NO PERSONAL LIABILITY.** Neither the Director, nor any other officer or authorized employee of the City shall be personally responsible for any liability arising under the Contract.

5-1.28 **PATENTS.** The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work, and agrees to indemnify and save harmless the City, and its duly authorized representatives, from all

suits at law, or in equity, and actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes.

5-1.29 **PAYMENT OF TAXES.** The Contract price paid for the Work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Department, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

5-1.30 **COOPERATION.** Should construction be under way by City forces or other forces or by other Contractors within or adjacent to the limits of the Work or should Work of any other nature be under way by such forces within or adjacent to said limits, the Contractor shall cooperate with all such forces to the end that any delay, interference or hindrance to their Work will be avoided. The right is reserved to perform other or additional Work at or near the site at any time, by the use of such forces.

5-1.31 **DIGGING TRENCHES OR OTHER EXCAVATIONS.** In the event any work involves digging trenches or other excavations that extend deeper than four feet below the surface City and Contractor shall comply with the following:

A. The Contractor shall promptly, and before the following conditions are disturbed, notify City in writing of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those made available to Contractor for inspection as provided in the project proposal.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the contract.

B. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a Change Order under the procedures described in the contract.

C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

5-1.32 **CONTRACTOR REGISTRATION.** No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, the Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SECTION 6

PROSECUTION AND PROGRESS

6-1.01 **SUBLETTING AND SUBCONTRACTING.** The Contractor shall be responsible for all Work performed under the Contract. All persons engaged in the Work will be considered as employees of the Contractor. The Contractor shall give his or her personal attention to the fulfillment of the Contract and shall keep the Work under his or her control. When any subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the Director, that subcontractor shall not again be employed on the Work. Although the sections of the Contract may be arranged according to various trades, or general grouping of the Work, the Contractor is not obligated to sublet the Work in such manner. The Director will not arbitrate disputes among subcontractors or between Contractor and one or more subcontractors concerning responsibility for performing any part of the Work.

The Contractor shall not substitute any person as subcontractor in place of a subcontractor listed on his bid proposal without the written approval of the Director. Substitutions must be in accordance with the provisions of the "Subletting and Subcontracting Fair Practices Act" beginning with Public Contract Code Section 4100. Violations of this Act by the Contractor may subject him or her to penalties which may include cancellation of Contract, assessment of ten percent (10%) of the subcontractor's bid, and disciplinary action by the State Contractors' License Board.

6-1.02 **ASSIGNMENT.** The performance of this Contract may not be assigned, except upon the written consent of the City Council of the City of Roseville. Consent will not be given to any proposed assignment which would relieve the original Contractor or his surety of

their responsibilities under the Contract nor will the Director consent to any assignment of a part of the Work under the Contract.

The Contractor may assign moneys due or to become due to him or her under the Contract and such assignment will be recognized by the Department, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper set-offs in favor of the Department and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the Department for the completion of the Work in the event that the Contractor should be in default therein.

6-1.03 **BEGINNING OF WORK.** The Contractor shall begin Work within fifteen (15) Days after receiving Notice to Proceed from the Director and shall diligently prosecute the same to completion within the time limit provided in the Supplemental Conditions.

The Contractor shall notify the Director, in writing, of his or her intent to begin Work at least seventy-two (72) hours before Work is begun. The notice shall be delivered to the Director and shall specify the date the Contractor intends to start. If the project has more than one location of Work, a separate notice shall be given for each location.

Should the Contractor begin Work in advance of receiving notice that the Contract has been approved as above provided, any Work performed by him or her in advance of the said date of approval shall be considered as having been done by the Contractor at his or her own risk and as a volunteer unless said Contract is so approved.

6-1.04 **PROGRESS SCHEDULE.**

A. **Preliminary Progress Schedule:** The Contractor shall submit to the Director, within twenty (20) Days after date of the Notice to Proceed, a Preliminary Progress

Schedule covering the Contractor's activities over the first three (3) months of operation in detail and the remainder of the project in summary. The Preliminary Progress Schedule shall schedule the project within the calendar Days set forth above for completion of the Work, and shall be subject to favorable review by the Director.

B. CPM Schedule: The Contractor shall submit an acceptable Critical Path Method (CPM) Schedule to the Director within thirty (30) Days after the receipt of the Notice to Proceed. Subsequent revisions to said schedule shall be submitted as set forth hereinafter. The requirement for the CPM schedule is included to allow for adequate planning and execution of the Work, to determine the critical nature of delays, and to assist the Director in appraising the reasonableness of the proposed schedule and evaluating progress of the Work. The CPM schedule submitted under this Section shall utilize a critical path method (CPM) format, either the precedence or arrow diagramming method. The definitions of CPM terms and functions shall be as provided in the Associated General Contractors of America book "CPM in Construction, A Manual for General Contractors," or a favorably reviewed alternative publication or reference. No progress payment will be made prior to submission and Acceptance of the CPM Schedule.

1. The CPM schedule system shall consist of diagrams and accompanying mathematical analyses. The diagrams shall show elements of the project in detail and an entire project summary. Diagrams shall show the order and interdependence of activities and sequence in which the Work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities. Detailed network activities shall include, in addition to construction

activities, the submittal and favorable review of samples of material and shop Drawings, the procurement of critical materials and equipment, fabrication of special material and equipment, and their installation and testing. All activities of the City and the Director that affect progress and required Contract dates for completion of all or parts of the Work shall be shown. The selection and number of activities shall be subject to favorable review by the Director. Summary networks shall be time scaled. Durations shall be in Days and shall not exceed fifteen (15) Days, except for submittal and delivery items. Where the duration of continuous Work exceeds fifteen (15) Days, Work items in the construction schedule shall be subdivided by location, approximate stationing or other sub-element of the Work.

The graphic network diagram shall include for each activity, the description, activity number, the estimated duration in Days, and all activity relationship lines. The network diagram shall be drawn for the early start of activities. All significant submittals shall be scheduled along with manual submittals and training on all large or critical pieces of equipment. If the precedence technique is utilized, the schedule project shall include a calendar in Work Days, a network report sorted by early start and a logic table report sorted by preceding Work item. If the arrow technique is utilized, the schedule report shall include a calendar in Work Days, a network report sorted by early start, a network report sorted by I-J numbers, and a network sorted by slack time and I-J numbers.

2. The critical path shall be shown on all reports and on the graphic network diagram. The activities which constitute the critical path shall be identified.

3. The mathematical analysis of the network diagram shall include a tabulation of each activity. The following information shall be furnished as a minimum for each activity:

- (a) preceding and following event numbers
- (b) activity description and number
- (c) estimated duration of activities
- (d) earliest start date (by calendar date)
- (e) earliest finish date (by calendar date)
- (f) actual start date (by calendar date)
- (g) actual finish date (by calendar date)
- (h) latest start date (by calendar date)
- (i) latest finish date (by calendar date)
- (j) slack or float
- (k) percentage of activity completed

4. The program shall be capable of accepting revised completion dates as modified by approved time adjustments and recomputations of all tabulation dates and float accordingly.

5. Submission and review of the system shall be as follows:

(a) The complete network analysis system, consisting of the detailed network mathematical analysis and network diagrams, shall be submitted within thirty (30) calendar Days after receipt of Notice to Proceed.

(b) The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Director. Any revisions necessary as a result of this review shall be resubmitted for review by the Director within ten (10) calendar Days. When completed, the favorably reviewed schedule shall then be the schedule to be used by the Contractor for planning, organizing

and directing the Work and for reporting progress. If the Contractor thereafter desires to make significant changes in his or her method of operating and scheduling, he or she shall notify the Director in writing stating the reasons for the change.

(c) The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty (30) Days ending around the 20th of each month. The monthly reports shall be submitted within ten (10) calendar Days of the end of the reporting period.

(1) If the project is proceeding on schedule, the monthly update report may consist of a marked-up copy of the graphical network diagram. This submittal shall clearly indicate the status of any minor shifts in sequence or schedule and the estimated completion date or percent complete of all activities currently in progress. The Contract completion date shall also be indicated. The Contractor shall submit a narrative report relating to status of construction, the schedule, and factors which may affect the remainder of the schedule. The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the Work actually completed and scheduled as of the report date and the progress along the critical path in terms of Days ahead or behind the allowable dates.

(2) If, in the opinion of the Director, the project is behind schedule, the monthly report shall include a revised network

diagram and/or mathematical analysis showing the Contractor's proposed revised schedule. An analysis of the effect that the delay has on progress along other paths shall also be included in the report. The Contractor shall also submit a narrative report with each updated analysis which shall include but not to be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

(3) Periodic report shall be submitted in sufficient copies to cover Contractor needs plus five (5) copies and an available electronic copy to be retained by the Director.

6. To the extent that the favorably reviewed initial Construction Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the Director. Any omission of Work from the detailed schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing such Work within any applicable completion date. The CPM schedule shall be generated by computer methods.

C. Schedule Review: Once each month, on a date mutually agreed upon, but no later than seven (7) working Days after the monthly schedule progress report date, a jobsite meeting will be held to review the Construction Schedule and job progress. The Contractor shall also attend weekly meetings scheduled by the Director to review the progress of the Work in the preceding week and in the subsequent week, coordinate the Work with public agencies or other Contractors as required, and allow the Director to plan his activities for testing, inspection, etc.

D. Schedule Revisions: The conditions under which the Director will require revisions of the Construction Schedule include the following:

1. When delay in completion of any Work item or sequence of Work items results in an estimated extension of project completion by either twenty (20) working Days or by ten percent (10%) of the remaining duration of time to complete the Contract, whichever is less.

2. When delays in submittals or deliveries make replanning or rescheduling of the Work necessary.

3. When the schedule does not represent actual prosecution and progress of the Work.

4. When any change to the sequence of activities, the completion date for major portions of the Work, or when changes occur which affect the critical path.

5. When Contract Amendments or a Change Order necessitates schedule revision, the Contractor shall submit a schedule analysis of all Change Order Work with his or her proposal.

E. Cash Flow Projection: A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

F. Schedules showing project completion dates earlier than specified in the Supplemental Conditions will be rejected unless justification can be provided for early completion.

6-1.05 **SCHEDULE OF VALUES.** Prior to preparation of the first estimate for a progress payment, the Contractor shall submit for favorable review by the Director a detailed

Schedule of Values or cost breakdown of the Work under each bid item awarded. The breakdown will then become the basis for partial payment determination. Elements of Work shall be grouped by structure, pipeline, system, etc. Within each grouping, Work should be itemized by readily measurable quantities of Work complete in place. For example, concrete should be in units of cubic yards including form Work and reinforcing steel. Move-on costs, bond and insurance costs, and Overhead costs shall not be considered an item of cost for this purpose but shall be prorated over items of Work. In the event the Schedule of Values is not favorable reviewed by the Director, another Schedule of Values shall be submitted that is mutually acceptable to the Contractor and the Director.

6-1.06 **TEMPORARY SUSPENSION OF WORK.** The Director shall have the authority to suspend the Work wholly or in part, for such period as he or she may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work, or for such time as he or she may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract.

The Contractor shall immediately comply with the written order of the Director to suspend the Work wholly or in part. The suspended Work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Director.

If a suspension of Work is ordered by the Director, due to normal inclement weather, or due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract, the Days on which the suspension order is in effect shall not entitle the Contractor to an extension of time.

If any delay to the current controlling operation or operations is caused the Contractor by specific order of the Director to stop Work due to any reason other than those described in the preceding paragraph, and such suspension of Work is without the fault or negligence of the Contractor, such delay, if it affects construction tasks which are considered to be "controlling" on the construction schedule, will entitle the Contractor to an equivalent extension of time, except as otherwise provided in the paragraphs herein covering "Termination of Contract." Application for extension of time shall be presented in writing to the Director within fifteen (15) Days of start of delay and shall be accompanied by the formal consent of the Sureties, but an extension of time, whether with or without such consent, shall not release the Sureties from their obligation which shall remain in full force until the discharge of the Contract. The decision of the Director with regard to such requests shall be final.

In the event of a suspension of Work under any of the conditions set forth in this Section 6-1.06, such suspension of Work shall not relieve the Contractor of his or her legal responsibilities as set forth in these General Conditions.

6-1.07 **TIME OF COMPLETION.** The Contractor shall complete the entire Work, including installation, repairs, startup, troubleshooting, painting, and touchup, training, submittal or record Drawings, and manuals, cleanup, demolition, and all other Work within the number of calendar Days set forth in the Supplemental Conditions. The time for completion includes an allowance for working time lost due to normal inclement weather.

Extensions of time may be allowed for unusual inclement weather under the provisions hereinafter described. Unusual inclement weather is weather which adversely affects "controlling" operations or the critical path of construction and which meets one of the following criteria:

A. For the particular calendar month in question, the number of individual Days with rainfall exceeding 0.10 inches exceeds the average number of such Days for that month over the immediately preceding five (5) years of record by at least three (3) Days.

B. For the particular calendar month in question, the total cumulative rainfall for that month exceeds the average cumulative rainfall for that month over the immediately preceding five (5) years of record by at least two (2") inches.

Rainfall shall be measured at a publicly operated, maintained, and reported station in reasonable proximity to the construction site. A claim for delay shall indicate the period of rainfall which is claimed as "unusual," the specific dates during which the unusual rainfall and subsequent wet soil conditions prevented Work, and the specific critical path tasks adversely affected by such unusual weather. A claim for delay due to unusual inclement weather shall be filed within ten (10) Days of the apparent end of the unusual inclement rainfall period, whether or not the monthly totals are available at that time. The burden of proof that weather meets the criteria for unusual weather shall be solely the responsibility of the Contractor.

It is the responsibility of the Contractor to order materials required for the Work properly and promptly on Notice to Proceed. If evidence presented demonstrates that, in spite of the Contractor's efforts, government-established priorities controls delay material deliveries, suitable extension of time will be made.

If performance of extra Work ordered by the City or failure of the City to provide the necessary site for installation affects construction tasks which are "controlling" or which are on the "critical path" of the construction schedule, suitable extensions of time will be made.

The Contractor shall not be entitled to a time extension for delays in activities on non-critical paths of the favorably reviewed schedule unless the duration of the excusable delay

exceeds the total float of the activities being delayed. If the duration of an excusable delay does exceed the total float of the activities affected by the delay, the Contractor shall be entitled to an extension equal to the difference.

C. Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom, shall be made by the Director or their designee.

6-1.08 **LIQUIDATED DAMAGES.** It is agreed by the parties to the Contract that in case all the Work called for under the Contract in all parts and requirements is not finished or completed within the number of calendar Days as set forth in the Supplemental Conditions, damage will be sustained by the City and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the monetary amount indicated in the Supplemental Conditions in dollars (U.S.) per day for each and every calendar day of delay in finishing the Work in excess of the number of Days prescribed; and the Contractor agrees to pay said Liquidated Damages herein provided for, and further agrees that the Department may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.

It is further agreed that in case the Work is not finished and completed in all parts and requirements within the number of Days specified, the Director shall have the right to increase the number of Days or not, as he or she may deem best to serve the interest of the City, and if he or she decides to increase the said number of Days, he or she shall further have the right to charge to the Contractor, his or her heirs, assigns or sureties and to deduct from the final payment for the Work all of any part, as he or she may deem proper, of the actual cost of

engineering, inspection, superintendence, and other Overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that cost of preparation of final statement shall not be included in such charges.

The Contractor will be granted an extension of time and will not be assessed with Liquidated Damages or the cost of engineering and inspection for any portion of the delay in completion of the Work beyond the time named in the Supplemental Conditions for the completion of the Work caused by acts of God or of the public enemy, fire, floods, tidal waves, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, freight embargoes, and unusual inclement weather as described in Section 6-1.07; provided, that the Contractor shall notify the Director in writing of the causes of delay within fifteen (15) Days from the beginning of any such delay. The Director shall ascertain the facts and the extent of the delay, and his or her findings thereon shall be final and conclusive.

No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Director documentary proof that he or she has diligently made every effort to obtain such materials from all known sources within reasonable reach of the Work and further proof in the form of supplementary progress schedules, as required in Section 6-1.04, "Progress Schedule" of these General Conditions that the inability to obtain such materials when originally planned, did in fact cause a delay in final completion of the operations. Only the physical shortage of material will be considered under these provisions as a cause for extension of time.

If the Contractor is delayed in completion of the Work by reason of changes made under Section 3, "Changes in the Work," of these General Conditions or by any act of the Director or of the Department, not contemplated by the Contract, an extension of time commensurate with the

delay in completion of the Work thus caused will be granted and the Contractor shall be relieved from any claim for Liquidated Damages, or engineering and inspection charges or other penalties for the period covered by such extension of time; provided that the Contractor shall notify the Director in writing of the causes of delay within fifteen (15) Days from the beginning of any such delay. The Director shall ascertain the facts and the extent of the delay.

It is the intention of the above provisions that the Contractor shall not be relieved of liability for Liquidated Damages or engineering and inspection charges for any period of delay in completion of the Work other than that expressly provided for in this Section 6-1.08. Progress payments made after the completion date shall not be construed as a waiver of Liquidated Damages.

6-1.09 **CLAIMS FOR EXTRA COMPENSATION FOR DELAYS.** It is understood and agreed by the City and the Contractor that the Contractor will incur Overhead costs for temporary facilities, superintendence, home office Overhead, and similar cost items, and that the costs of such Overhead for the full Contract period through the specified completion date are included in the Contractor's lump sum bid amounts included in his accepted Proposal. No additional compensation will be made to the Contractor for claims of increased Overhead costs occurring within the originally specified construction Contract period plus any time extensions granted by Change Order.

6-1.10 **TERMINATION.**

6-1.10A **TERMINATION OF CONTRACT – “CONVENIENCE OF CITY.”**

The Department reserves the right to terminate the Contract at any time if the Director determines that to do so would be in the best interest of the City.

Termination of the Contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

1. The Director will issue the Contractor a written notice signed by the Director, specifying that the Contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Director, the Contractor shall:

(a) Stop all Work under the Contract except that specifically directed to be completed prior to Acceptance.

(b) Perform Work the Director deems necessary to secure the project for termination.

(c) Remove equipment from the site of the Work.

(d) Take such action as is necessary to protect materials from damage.

(e) Notify all subcontractors and suppliers that the Contract is being terminated and that their Contracts or orders are not to be further performed unless otherwise authorized in writing by the Director.

(f) Provide the Director with an inventory list of all material previously produced, purchased or ordered from suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the Director may request.

(g) Dispose of material not yet used in the Work as directed by the Director. It shall be the Contractor's responsibility to provide the City with good title to all materials purchased by the City hereunder, including material for which partial payment has been made as provided in Section 7-1.05, "Partial Payments,"

of these General Conditions and with bills of sale or other documents of title for such materials.

(h) Subject to the prior written approval of the Director, settle all outstanding liabilities and all claims arising out of subcontracts or orders for material terminated hereunder. To the extent directed by the Director, the Contractor shall assign to the Department all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

(i) Furnish the Director with the documentation required to be furnished by the Contractor under the provisions of the Contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Contract.

(j) Take such other actions as the Director may direct.

2. Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 7-1.05, "Partial Payments," of these General Conditions and for materials furnished by the City for use in the Work and unused shall terminate when the Director certifies that such materials have been stored in the manner and at the locations he or she has directed.

The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the Contract is to

be terminated shall terminate when title and delivery of such materials has been taken by the City.

When the Director determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other Work as may have been ordered to secure the project for termination, he or she will recommend that the Director formally accept the Contract, and immediately upon and after such Acceptance by the Director, the Contractor will not be required to perform any further Work thereon and shall be relieved of his or her Contractual responsibilities for injury to persons or damage to property which occurs after the formal Acceptance of the project by the Director.

3. The total compensation to be paid to the Contractor shall be determined by the Director on the basis of the following:

(a) The reasonable cost to the Contractor, without profit, for all Work performed under the Contract, including mobilization, demobilization and Work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project Overhead and general administrative Overhead not to exceed a total of seven percent (7%) of Direct Costs of such Work.

(b) A reasonable allowance for profit on the cost of the Work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Director that it is reasonably probable that he or she would have made a profit had the Contract be completed and

provided further, that the profit allowed shall in no event exceed four percent (4%) of said cost.

(c) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Department or otherwise disposed of as directed by the Director.

(d) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's subcontractors, necessary to determine compensation in accordance with this Section shall be open to inspection or audit by representatives of the Department at all times after issuance of the notice that the Contract is to be terminated and for a period of three (3) years, and such records shall be retained for that period.

After Acceptance of the Work by the Director, the Director may make payments on the basis of interim estimates pending issuance of the Final Statement, when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

The provisions of this Section shall be included in all subcontracts.

6-1.10B **TERMINATION OF CONTROL - "DEFAULT OF**

CONTRACTOR." Failure to supply an adequate working force, or material of proper quality, or in any other respect to prosecute the Work with the diligence and force specified by the Contract, is grounds for termination of the Contractor's control over the Work and for taking over the Work by the City. Contractor shall take such action as is reasonably necessary to protect materials from damage and safely secure the site, as directed by City.

SECTION 7

ACCEPTANCE AND PAYMENT

7-1.01 **ACCEPTANCE.** The Contract will be accepted by Resolution of the City Council of the City of Roseville, and a Notice of Completion will be caused to be recorded by the City Clerk, when the whole shall have been completed in all respects in accordance with the provisions of the Contract Documents to the full satisfaction of the Department.

7-1.02 **SCOPE OF PAYMENT.** The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the Acceptance by the Director and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract; and for completing the Work according to the Contract. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or material.

No compensation will be made in any case for loss of anticipated profits.

7-1.03 **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to the payment of any additional compensation for any act or failure to act by the Director, including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless he or she shall have given the Director due written Notice

of Potential Claim as hereinafter specified, provided, however, that compliance with this Section 7-1.03 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 3, "Changes in the Work," or Section 6-1.07, "Time of Completion," or the notice provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions.

The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said Notice as above required must have been given to the Director prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Director, or in all other cases within fifteen (15) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

It is the intention of this Section 7-1.03 that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he or she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written Notice of Potential Claim as herein required was filed.

The claims process specified in this Section 7-1.03 does not supplant the requirement to present a statutory claim as required by the Government Claims Act, Cal. Gov't Code § 905, prior to the filing of an action.

7-1.04 **STOP PAYMENT NOTICES.** The City, by and through the Department or other appropriate office or officers, may at its option and at any time retain out of any amounts

due the Contractor, sums sufficient to cover claims, filed pursuant to Civil Code Section 9350 et seq..

7-1.05 **PARTIAL PAYMENTS.** The Contractor, once in each month shall prepare a request for partial payments, for approval by the Director. The estimate shall include the total amount of Work done and acceptable materials, provided such acceptable materials meet the conditions set forth in Section 7-1.06.

The Department shall retain five percent (5%) of such estimated value of the Work done and five percent (5%) of the value of materials so estimated to have been furnished, delivered and unused or furnished and stored as described in Section 7-1.06, as partial security for the fulfillment of the Contract by the Contractor.

The Department shall pay monthly to the Contractor, while carrying on the Work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of the Director, the Work is not proceeding in accordance with the provisions of the Contract, or when in his or her judgment the total value of the Work done since the last estimate amounts to less than Three Hundred (\$300) Dollars.

No such estimate or payment shall be construed to be an Acceptance of any defective Work or improper materials.

Attention is directed to the express prohibition against payment to unlicensed Contractors, the provisions of which are set forth in Section 1-1.02, "Competency of Bidders," of the Instruction to Bidders.

7-1.06 **PAYMENT FOR MATERIALS AND EQUIPMENT ON HAND.**
Partial payments may be made to the extent of seventy-five percent (75%) of the delivered cost

of materials and equipment to be incorporated in the Work, provided that such materials meet the requirements of the Contract Documents and are delivered to acceptable sites on the plant site or at other sites in the vicinity that are acceptable to the City. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

A. Equipment and materials will only be eligible if given conditional or final Acceptance by the Director and are in apparent compliance with favorably reviewed shop Drawings.

B. Only equipment or materials which have received favorable review of shop Drawings will qualify.

C. The material or equipment has been stored or stockpiled adequately protected against damage in a manner acceptable to the Director at an approved site.

D. The Contractor has furnished the Director with acceptable evidence of the quantity and the quality of such stored or stockpiled materials or equipment with identification of where they will be incorporated in project with Specification reference.

E. The Contractor has furnished the Director with satisfactory evidence that the material and transportation costs have been paid.

F. The Contractor has furnished the City legal title (free of liens or encumbrances of any kind) and lien releases to the material or equipment so stored or stockpiled.

G. The Contractor has furnished the City evidence that the material or equipment so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the Work.

It is understood and agreed that the transfer of title and the City payment for such stored or stockpiled materials shall in no way relieve the Contractor of his or her responsibility for furnishing and placing such materials in accordance with the requirements of the Contract Documents.

In no case will the amount of partial payments for materials on hand exceed the Contract price for such materials or the Contract price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials or equipment in accordance with the provisions of this Section.

7-1.07 **PAYMENT OF WITHHELD FUNDS.** Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the Contract pursuant to 7-1.05 of General Conditions without any retention. If the Contractor so elects, he or she and a City approved escrow company shall execute a City form retention agreement in a form approved by the City Attorney and meeting all requirements imposed by the City Attorney (copies of which are available in the Office of the City Attorney) by which the Contractor shall deposit with the escrow company securities with a value equivalent to the retention which would otherwise be withheld by the City. Said security and agreement shall be as provided in California Public Contracts Code Section 22300, and shall be approved by the City both as to sufficiency and form.

7-1.08 **FINAL PAYMENT AND CLAIMS.** Final payment will be made within fifteen (15) working Days following the expiration of the thirty-five (35) calendar day lien

period. The start of this period is the date the County Recorder files the Notice of Completion. Notwithstanding the foregoing, the retention monies described in section 7-1.05, exclusive of stop payment notice withholds, shall be released in accordance with law.

7-1.09 **CLERICAL ERRORS.** Notwithstanding the provisions of Section 7-1.08, "Final Payment and Claims," of these General Conditions, for a period of three (3) years after Acceptance of the Work, all estimates and payments made pursuant to said Section 7-1.08, are subject to correction for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the City agree to pay to the other any sum due under the provisions of this Section 7-1.09, provided, however, if the total sum to be paid is less than \$100, no such payment shall be made.

7-1.10 **GUARANTEE.** The Contractor hereby unconditionally guarantees that the Work will be done in accordance with the requirements of the Contract, and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of Acceptance of the Contract, unless a longer guarantee period is required by the Supplemental Conditions.

The Contractor hereby agrees to repair or replace any and all Work, together with any other adjacent Work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor further agrees, that within ten (10) calendar Days after being notified in writing by the Department of any Work not in accordance with the requirements of the Contract or of any defects in the Work, the Contractor will commence and prosecute with due diligence

all Work necessary to fulfill the terms of this guarantee, and to complete such Work within a reasonable period of time. In the event Contractor fails to comply, he or she does hereby authorize the Department to proceed to have such Work done at the Contractor's expense and the Contractor will honor and pay the cost and charges therefore upon demand. The Department shall be entitled to all costs and expenses, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

Nothing in this section shall be construed to limit, relieve or release the Contractor's, subcontractor's and equipment supplier's liability to the City for damages sustained as the result of latent defects in the equipment furnished caused by the negligence of the supplier's agents, employees or subcontractors. Stated in another manner, the warranty contained in this section shall not amount to nor shall it be deemed to be a waiver by the City of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have against the supplier of the equipment to be furnished under the Contract Conditions for defective workmanship or defective materials or against the Contractor under the laws of this State pertaining to acts of negligence.

7-1.11 **WARRANTY OF TITLE.** No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all Work to deliver the Premises, together with all improvements and appurtenances constructed or placed thereon by him or her, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any

materials or labor for any Work covered by this Contract shall have any right to a lien upon the Premises or any improvement or appurtenances thereon. Provided, that this shall not preclude the Contractor from installing metering devices and other equipment of utility companies, the title of which is commonly retained by the utility company. In the event of the installation of any such metering device or equipment, the Contractor shall advise the City as to the legal owner thereof. Nothing contained in this Paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this Paragraph shall be inserted in all subcontracts and material Contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

[END OF GENERAL CONDITIONS]

SUPPLEMENTAL CONDITIONS

2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation Project

Scope of Supplemental Conditions

1. The Work shall be performed in accordance with the General Conditions and Department Standards, except as the General Conditions may be modified by the following additional City Standards, incorporated herein by this reference, if so indicated.

	COMMUNITY DESIGN GUIDELINES 311 Vernon Street, Roseville, CA 95678
	ELECTRIC SPECIFICATIONS 2090 Hilltop Circle, Roseville, CA 95747
	PARKS CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678
	DESIGN AND CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678
	OTHER

Above documents are available at: N/A (Not Applicable)

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

However, note that the following changes have been made to pages other than contained within the General Conditions: I. Instructions to Bidders, pages INT 1-9 are changed as follows:

a. Section I: Proposal Requirements and Conditions of the Instructions to Bidders on page INT-6 is hereby amended to add the following paragraph: “1-1.16 Qualification and References: The Bidder shall, at the time of bid submittal, furnish Bidder qualifications as follows: The Bidder’s

Contractor (or the Bidder's listed roofing subcontractor or roofing material manufacturer) should have utilized the material on a minimum of 3 projects within the past five years (with reference contact information provided) where the roofing material has been successfully installed. The 3 projects listed shall consist of the same roofing materials that the Contractor is bidding (the 60 mil Tri-Polymer Alloy Single Ply Roof System) per the SCHEDULE OF BID ITEMS as listed in the PROPOSAL."

SECTION 1. DEFINITIONS AND TERMS

1-1.16 **DEPARTMENT.** Section 1-1.16 of the General Conditions is amended to include the following:

The Department for Contract Administration is the Environmental Utilities Department of the City of Roseville.

1-1.26 **ENGINEER OR ARCHITECT:** Section 1-1.26 of the General Conditions is amended to the following:

Engineer. The Environmental Utilities Director or the duly authorized representative.

SECTION 2. CONTROL AND SCOPE OF WORK

2-1.04 **SUBMITTALS.** Section 2-1.04 of the General Conditions is amended to include the following:

The time allowed for review of each submittal is 14 Days after receipt of the submittal by the Director.

SECTION 3. CHANGES IN THE WORK

3-1.01 **CHANGES:** Section 3-1.01 of the General Conditions is deleted in its entirety and replaced with the following:

The Department reserves the right to order changes in the Contract at any time prior to the Acceptance of the Work by the Director, and the Contractor shall comply with such order. Department also reserves the right to use its own forces or to contract with others to accomplish changes in the Work at its discretion. Changes or deviations from the Contract shall not be made without authority in writing from the Director, and any changes to the Work without Director's written approval will be considered unauthorized Work and will not be paid for.

The Department reserves the right to make such alterations, deviations, additions to or deletions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to delete any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated.

Those changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for that work. A contract change order will not become effective until approved by the Engineer.

Upon receipt of an approved contract change order, the Contractor shall proceed with the ordered work. If ordered in writing by the Engineer, the Contractor shall proceed with the work so ordered prior to actual receipt of an approved contract change order. In those cases, the

Engineer will, as soon as practicable, issue an approved contract change order for the ordered work.

When ordered by the Director, the Contractor shall halt Work in the area affected by a proposed change. Whenever it appears to the Contractor that a change is necessary, the Contractor shall immediately notify the Director of the reasons for such change; however, Work in the area affected shall not be discontinued unless ordered by the Director.

For any approved change in the Work, the Contractor shall be entitled to an adjustment in time equal to the number of Days which completion of the entire Work is delayed due to the changed Work. The Contractor's cost estimate for the changed Work shall state the amount of extra time, if any, that he or she considers should be allowed for making the requested change. Failure to request additional time when submitting such estimate shall constitute a waiver of the right to later claim any adjustment in time based upon changed Work. Disagreement as to time adjustments shall not affect Contract price adjustments, nor shall it be cause for not preceding with the changed work when ordered by the Director. The Contractor shall have the right, however, to further pursue a time adjustment in the event an agreement is not reached.

Changes in unit quantities consistent with the Measurement and Payment Section will not be considered a change in the work or Change Order.

3-1.06(E) **GENERAL LIMITATIONS:** Paragraph 3 of Section 3-1.06(E) of the General Conditions is deleted in its entirety and replaced with the following:

It is understood and agreed by the City and the Contractor that the Contractor will incur Overhead costs for temporary facilities, superintendence, home office Overhead, and similar cost

items, and that the costs of such Overhead for the full contract period through the specified completion date are included in the Total Bid Amount included in his accepted Proposal. No additional compensation will be made to the Contractor for claims of increased Overhead costs occurring within the originally specified construction Contract period plus any time extensions granted by Change Order.

SECTION 4. CONTROL OF MATERIALS

There are no amendments to the General Conditions.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITY

5-1.11 **AIR POLLUTION CONTROL AND ASBESTOS.** Section 5-1.11 of the General Conditions is amended to include the following:

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

SECTION 6. PROSECUTION AND PROGRESS

6-1.04 **PROGRESS SCHEDULE.** Section 6-1.04F of the General Conditions is amended to include the following:

Progress schedules showing project completion dates more than 30 Days earlier than specified in Section 6-1.07 shall be rejected.

6-1.07 **TIME OF COMPLETION.** Section 6-1.07 of the General Conditions is amended to include the following:

The Contractor shall begin Work within 14 Days after receiving a notice to proceed and shall diligently prosecute the Work to completion. The Work shall be completed within 60 Days of the notice to proceed.

If landscaping plants require an establishment period, that period will be 60 calendar days. Start of the establishment should be as outlined in the technical specifications.

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

The amount of Liquidated Damages is the sum of \$500 per day.

SECTION 7: ACCEPTANCE AND PAYMENT

Section 7-1.02 of the General Conditions is amended to include the following:

Unless special payment is specifically provided in the Measurement and Payment Section, all incidental work and expense in connection with the Completion of Work under the Contract will be considered a subsidiary obligation of the Contractor and all such costs shall be included in the appropriate items in the Bid Form in connection with which costs are incurred.

[END OF SUPPLEMENTAL CONDITIONS]

SPECIFICATIONS

Project: 2017 Dry Creek Wastewater Treatment Plant Roof Rehabilitation

SECTION 01010

SUMMARY OF WORK AND CONTRACT CONSIDERATIONS

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. In general, and without in any way limiting the Contractor's obligation to perform all work called for by the Contract Documents, the project includes furnishing and installing the specified roofing and related components to the roof areas specified in the Contract Documents.
- B. The Contractor shall install all the new work as indicated in the Contract Documents.
- C. Contractor's Layout: The Contractor shall provide at their own expense, all material, equipment, labor, and all other instruments as is required in laying out the work and for proper installation and completion of the work.
- D. Work for the project is to be performed at the Dry Creek Wastewater Treatment Plant in the City of Roseville.
- E. The Contract Documents shall constitute the Technical Specifications, the General Conditions, the Supplemental Conditions, and all referenced documents.

1.02 PROVISIONS FOR FUTURE WORK

- A. The Contractor and their subcontractor(s) shall provide any and all information required by the City for any future work which involves the newly installed roofing systems.

1.03 WORK SEQUENCE

- A. Contractor shall layout work sequence and shall submit to DCWWTP staff for approval.

1.04 CONTRACTOR'S USE OF SITE AND OWNERS CONTINUED OPERATIONS

- A. The Contractor shall confine his use of the site for work and storage to the limits determined and approved by the City. The Contractor's use of roads for access to move onto and off of the site and for daily access of workers, material and equipment shall be arranged and scheduled to minimize interference with the City's utility operations at the Dry Creek Wastewater Treatment Plant.
- B. The City intends to continue conducting operations during the construction period in the Buildings that the Contractor will be conducting roofing work on. The Contractor shall plan and schedule its work in consultation with the DCWWTP staff to minimize impacting the City's continued operations and shall, at all times, maintain safe access for the City's operating personnel and equipment.

- C. The Contractor shall be responsible for maintaining safe emergency exiting for the Owner's and Contractor's personnel in all areas affected by the Contractor's work.
- D. If operation of any of the Buildings included in the scope of this contract is adversely affected by the Contractor's work, the City may suffer a financial loss and may make a claim against the Contractor to recover its loss.

1.05 SHUTDOWN OF EXISTING UTILITIES, SERVICES OR OPERATIONS

- A. Obtain the Engineer's approval at least 7 days prior to the shutdown of any utility, service or operation of any existing facility. Give required notice and make appropriate arrangements with utility owners and other affected parties prior to shutdown of any utility service. Base bids on work performed during normal working hours.
- B. Schedule utility service or operations shutdowns for periods of minimum use and at the City's convenience. Have all required material, equipment and workers on site prior to beginning any work involving a possible shutdown. Perform work as required to reduce shutdown time to the minimum. In some cases, this may require increased numbers of workers and equipment and/or premium time night or weekend work.

1.06 SCHEDULE OF VALUES

- A. Specific provisions are described in Section 6 of the General Conditions.
- B. The Contractor's Schedule of Values shall have at a minimum the following level of detail: a separate line item for each technical specification section, for site mobilization, for construction scheduling, for bonds and insurance, for final cleanup and for final deliverables. Subdivide final deliverables into: Record Drawings; Operation and Maintenance Manuals with Parts Lists; and Special Guarantees. Include the appropriate specification section and paragraph number for each line item. Subdivide major trades or portions of the work into multiple line items that relate to observable milestones to aid weekly/monthly progress evaluations.

1.07 CONTRACT MODIFICATIONS

- A. Methods of modifying the Contract Documents are covered in the General Conditions and in Section 3 of the Supplemental Conditions.
- B. The following documents may be used by the Engineer:
 - 1. Request for Quotation: Issued by the Engineer, a Request for Quotation is used to describe a proposed change and request a cost quotation from the Contractor but does not authorize a change in the Work or in the Contract Time or Price.
 - 2. Clarifications: Issued by the Engineer, a Clarification is used to order or document minor changes in the work consistent with the intent of the Contract Documents and NOT involving a change in price or time. Information issued on

a Clarification shall NOT authorize a change in Contract Price or Contract Time and shall not be considered a Constructive Change Order. If the Contractor considers that a Clarification would cause a change in Contract Price or Time, the Contractor shall notify the Engineer in writing per the requirements outlined in the General Conditions.

3. The Contractor agrees that they shall not consider any order, instruction, clarification, suggestion or any other communication either written or oral, given intentionally or unintentionally by the Engineer, the City or any other person as authorization or direction to do any work that would cause a change in Contract Time or Price unless it is a formal Change Order signed by the Engineer.

1.08 REGULATORY REQUIREMENTS

- A. Refer to General Conditions Section 5.
- B. General Conditions Section 5 covers the Contractor's responsibility to comply with laws and codes applicable to Means and Methods for performing the Work.
- C. General Conditions cover the Contractor's responsibility to report code deficiencies in the design to the Engineer prior to proceeding with the Work.
- D. In cases where the Contract Documents are more restrictive than applicable codes, the Contractor shall comply with the Contract Documents.

1.09 REFERENCE STANDARDS

- A. When these specifications state that Work or tests shall conform to specific provisions in a referenced standard, specification, code, recommendation or manual published by an association, organization, society or agency the referenced provisions shall be considered a part of these specifications as fully as if included in total. When these specifications or applicable codes contain higher or more restrictive requirements than those contained in reference standards these specifications or applicable codes shall govern.
- B. The latest edition of a referenced standard published at the time of submission of bids shall apply unless a specific date for the referenced standard is cited in these specifications.
- C. Provisions in referenced standards, specifications, manuals or codes shall not change the duties and responsibilities between any of the parties involved in this work from those described in the General Conditions. Provisions in referenced standards with regard to measurement and payment shall not apply to this Work unless specifically cited.

1.10 SPECIFICATION LANGUAGE AND STYLE

- A. Many parts of the Specifications and the Contract Documents are written in the active voice and are addressed to the Contractor.
 1. When words or phrases requiring an action or performance of a task are used, it means that the Contractor shall provide the action or perform the task. For

example: provide, perform, install, furnish, erect, connect, test, operate, adjust or similar words mean that the Contractor shall perform the action or task referred to.

2. When words or phrases requiring selection, acceptance, approval, review, direction, designation or similar actions are referred to, it means that such actions are the City's or the Engineer's prerogative and that the Contractor must obtain such action before proceeding.

- B. Requirements in the Contract Documents apply to all work of a similar type, kind or class even though the word "all" or "typical" may not be stated.

1.11 DEFINITIONS

- A. The following terms, when used in the Contract Documents, shall have the meanings listed:

ACCEPTABLE	"acceptable to the Engineer"
PERFORM	"perform all operations required to complete the work referred to in accordance with the intent of the Contract Documents"
PROVIDE	"furnish and install the work referred to including proper anchorage, connection to required utilities or other work, testing, adjustment and startup ready to put in service and perform the intended function"
REQUIRED	"required by the Contract Documents or required to complete the Work and produce the intended results"
SATISFACTORY	"acceptable to the Engineer"
SHOWN	"as indicated on the Drawings"
SITE	"geographical location of the Project and land within the work area shown on the contract drawings and within which the Work will be installed or built"
SPECIFIED	"as written in the Contract Documents including the Specifications and the Drawings"
SUBMIT	"submit to the Engineer"

1.12 ABBREVIATIONS

<u>Abbreviation</u>	<u>Stands for</u>
AASHTO	American Association of State Highway and Transportation Officials
AAMA	Architectural Aluminum Manufacturers Association
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ADC	Air Diffusion Council
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AI	Asphalt Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute

<u>Abbreviation</u>	<u>Stands for</u>
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standard Institute (formerly United States of America Standards Institute)
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
CAGI	Compressed Air and Gas Institute
CAL/OSHA	State of California Department of Industrial Relations, Division of Industrial Safety
CAL TRANS	California Department of Transportation
CBM	Certified Ballast Manufacturers
CBR	California Bearing Ratio
CI	Chlorine Institute
CISPI	Cast Iron Soil Pipe Institute
CMAA	Crane Manufacturers Association of America
CPSC	Consumer Products Safety Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards for the U.S. Department of Commerce
CTI	Cooling Tower Institute
DFPA	Douglas Fir Plywood Association
EIA	Electronic Industries Association
EPA	U.S. Environmental Protection Agency
ETL	Electronic Testing Laboratory
FM	Factory Mutual Insurance Company
FPS	Fluid Power Society
FS	Federal Specifications
GO 95	General Order No. 95, California Public Utilities Commission Rules for Overhead Electric Line Construction
GO 128	General Order No. 128, California Public Utilities Commission Rules for Underground Electrical Construction
HI	Hydraulic Institute
HMI	Hoist Manufacturers Institute
IAPMO	International Association of Plumbing and Mechanical Officials
ICPO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IGCC	Insulating Glass Certification Council

<u>Abbreviation</u>	<u>Stands for</u>
IPCE	International Power Cable Engineers Association
ISA	Instrument Society of America
NAAMM	National Association of Architectural Metal Manufacturers
NBS	National Bureau of Standards
NCPI	National Clay Pipe Institute
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NETA	International Electrical Testing Association
NFPA	National Fire Protection Association
NGVD	National Geodetic Vertical Datum
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
REA	Rural Electrification Administration
SAMA	Scientific Apparatus Makers Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Structural Steel Painting Council
TCA	Tile Council of America
UCB	Uniform Building Code
UPC	Uniform Plumbing Code
UFC	Uniform Fire Code
UMC	Uniform Mechanical Code
USDC	U.S. Department of Commerce
UL	Underwriters Laboratories
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California
WQCB	Water Quality Control Board (Regional)
WRCB	Water Resources Control Board

Where reference is made to a Specification or Standard by one of the above-mentioned or other associations, it is understood that the Specification or Standard in effect at the time of the bid opening shall apply.

1.13 WORK SITE

- A. The Contractor shall confine operations within the limits determined and approved by the City.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 GENERAL

- A. All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the bids submitted for the Work. The actual amounts of work completed and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work completed and materials furnished. Contractor agrees to make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually completed and materials actually furnished and the estimated amounts therefore as long as the difference is within 25% (+ or -) of the stated quantities on the Bid Form.
- B. Contractor shall take all measurements, if any, and compute all payment quantities (including, for lump sum items, all extensions and arithmetic calculations based on the accepted cost breakdown). The City will verify and approve measurements and quantities.
- C. Additional Payment requirements are contained in Section 7, Acceptance and Payment, of the General Conditions.

1.02 UNITS OF MEASUREMENT

- A. Measurements shall be in accordance with United States Standard Measures.

1.03 UNIT PRICED ITEMS

- A. Materials and items of work which are to be paid for on the basis of measurement will be measured in accordance with the method stipulated in the particular sections involved. In determining quantities, all measurements shall be made in a horizontal plane unless otherwise specified. Measurement of the completed work shall be in accordance with, and by instruments and devices calibrated to United States Standard Measures, and the units of measurement for payment, and the limit thereof, shall be made as shown on the Plans, Specifications, General Conditions, and Supplementary Conditions and the Referenced City of Roseville Standards and Specifications.

1.04 LUMP SUM ITEMS

- A. The quantities of work performed under lump sum bid items will not be measured except to evaluate percent complete for each lump sum bid item as determined by the City to be necessary for the purpose of determining reasonable progress payments. Such measurement, as is determined to be necessary, shall be performed by the Contractor and verified by the City, in accordance with Paragraph 1.03 of this Section, UNIT PRICED ITEMS.

PART 2 – DESCRIPTION OF BID ITEMS

2.01 GENERAL

- A. The Bid Amounts for each Bid Item will be used for comparative bid analysis. The Bid Amounts will also form the basis of progress payments. Each Lump Sum Bid Amount will undergo further breakdown as described later in this section. Bid Items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item (work phase) as shown and specified.

2.02 BID ITEMS

- 1. Mobilization, Demobilization, Bonds & Insurance – (Lump Sum)
Shall include but not be limited to, CONTRACTOR'S participation in the assessment of preconstruction conditions and post construction damage assessment of the entire job site including project work described in the bid schedule to include preconstruction photographs; project signs; move in of equipment, tools, supplies, materials, and manpower to the job site; providing and furnishing Contractor's field office, power, telephone, water and sanitary facilities; erecting, maintaining, removing and transporting of the construction project information signs, flow barriers and fencing around storage and staging areas; dust control; daily cleanup of job site; move out; repairs and restoration (to their pre-project forms and/or state) of all structures, equipment, buildings and all other items in the jobsite that are damaged or altered as a result of the installation of all the work described in the Contract Documents, and final cleanup of job site after the project is completed and accepted by the City. The lump sum amount bid shall be divided 70 percent for mobilization and 30 percent for demobilization, and shall be paid after the City has conducted inspections and approved all repairs and clean up.

NORTH ROSEVILLE GRIT HANDLING/SCREENING BUILDING ROOF

- 2. 60 mil Tri-Polymer Alloy Single Ply Roof System for North Roseville Grit Handling/Screening Building – (Unit Price per square foot)
Shall include but not be limited to full compensation for complete removal of the existing membrane roofing system on the North Roseville Grit Handling/Screening Building and furnishing and installing approximately 1,610 square feet of the new Tri-Polymer Alloy Membrane Roofing system on the North Roseville Grit Handling/Screening Building per the Contract documents including all the materials and incidentals for doing all the work

involved in completely installing the roofing system including substrate preparation and complete installation of the ¼" gypsum board over the existing insulation per the Contract Documents. Refer to Section 09000 of the Technical Specifications for additional requirements. Contractor will be paid when the roofing system has been completely installed, inspected, and has passed the final inspection.

3. Labor and Equipment – (Lump Sum)

Shall include but not be limited to full compensation for doing all the work involved in executing, removing, hauling and disposing of all waste, generated as part of this project, at an approved off-site location, including all additional labor associated with fully completing all the work involved in completely installing the roofing system as described in the Contract Documents including all the tools, equipment and incidentals for doing all the work involved in completely installing the roofing system per the Contract Documents. The lump sum amount will be paid proportionally to the work done within each payment cycle.

4. Walkway – Linear Feet

Install up to 60 feet of walkway per the Contract Documents. Contractor shall be paid for the specific lineal feet of walkway actually installed. Payment shall be made after walkway has been completely installed, inspected and has passed final inspection.

INFLUENT EAST ROSEVILLE BAR SCREEN BUILDING ROOF

5. 60 mil Tri-Polymer Alloy Single Ply Roof System for Influent East Roseville Bar Screen Building – (Unit Price per square foot)

Shall include but not be limited to full compensation for complete removal of the existing membrane roofing system on the Influent East Roseville Bar Screen Building and furnishing and installing approximately 3,290 square feet of the new Tri-Polymer Alloy Membrane Roofing system on the Influent East Roseville Bar Screen Building per the Contract documents including all the materials and incidentals for doing all the work involved in completely installing the roofing system including substrate preparation and complete installation of the ¼ inch gypsum board over the existing insulation per the Contract Documents. Refer to Section 09000 of the Technical Specifications for additional requirements. Contractor will be paid when the roofing system has been completely installed, inspected, and has passed the final inspection.

6. Labor and Equipment – (Lump Sum)

Shall include but not be limited to full compensation for doing all the work involved in executing, removing, hauling and disposing of all waste, generated as part of this project, at an approved off-site location, including all additional labor associated with fully completing all the work involved in completely installing the roofing system as described in the Contract Documents including all the tools, equipment and incidentals for doing all the work involved in completely installing the roofing system per the Contract Documents. The lump sum amount will be paid proportionally to the work done within each payment cycle.

7. Walkway – Linear Feet

Install up to 120 feet of walkway per the Contract Documents. Contractor shall be paid for the specific lineal feet of walkway actually installed. Payment shall be made after walkway has been completely installed, inspected and has passed final inspection.

8. Stainless Steel Metal Pan – (Lump Sum)

Shall include but not limited to full compensation for complete removal of the existing pan beneath the evaporative cooler located on the roof of the Influent East Roseville Bar Screen Building and furnishing and installing approximately 3 feet x 5 feet (15 square feet) of new stainless steel pan beneath the existing evaporative cooler located on the roof of the Influent East Roseville Bar Screen Building per the Contract Documents. Compensation for installation shall include costs to de-energize and temporarily relocate or elevate the evaporative cooler prior to installation of the stainless steel pan and to return and re-energize the evaporative cooler back to its original operating location. Contractor will be paid when the steel pan has been completely installed, inspected, and has passed the final inspection; and the evaporative cooler has been fully reinstalled and is fully operational.

END OF SECTION

SECTION 01040

COORDINATION AND PROJECT REQUIREMENTS

1.01 PROJECT COORDINATION

- A. Coordinate scheduling, submittals and work of various Sections of the Specifications and subcontractors to assure efficient and orderly sequence of interdependent construction.

1.02 CUTTING, FITTING, AND PATCHING

- A. Provide cutting, fitting, or patching required to complete the Work and to make all of its parts fit together properly. Include cutting, fitting, and patching required to:
 - 1. Fit the several parts together and to integrate with other work.
 - 2. Uncover work to install or correct ill-timed work.
 - 3. Provide openings in elements of work for penetrations of mechanical and electrical work.
 - 4. Remove and replace defective and non-conforming work.
 - 5. Remove samples of installed work for testing.
- B. Request guidance from the Engineer prior to beginning cutting or altering construction which affects:
 - 1. Structural integrity of any element.
 - 2. Functional performance of any element.
 - 3. Integrity of weather-exposed or moisture-resistant elements.
 - 4. Efficiency, maintenance, or safety of elements.
 - 5. Visual qualities of sight-exposed elements.
 - 6. Work by Owner or separate contractor.
- C. Execute cutting and patching using workers that specialize in and are skilled in installing the type of work being cut or patched.
- D. Perform work in accordance with the Contract Documents or in the absence of specific requirements comply with best trade practice for the work involved.
 - 1. Execute work by methods that will avoid damage to other work.
 - 2. Provide proper support and substrates to receive patching and finishing materials.
 - 3. Cut concrete materials using masonry saw or core drill. Locate all reinforcing steel, conduits and pipes with electronic detecting devices prior to cutting or core drilling existing concrete.
 - 4. Replace or patch work with new materials that meet the requirements of these specifications or if not specified, match materials and finishes of existing or adjacent work.
 - 5. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
 - 6. Report any hazardous or unsatisfactory conditions to the Engineer.

1.03 ALTERATION PROJECT PROCEDURES

- A. Plan, schedule and perform alteration work as required to minimize impacting the Owner's continued operations. See Section 01010 paragraph titled "Contractor's Use of Site and Owner's Continued Operations."
- B. The existing Buildings included in the scope of this Contract must remain in operation during construction. Schedule utility interruptions and piping connections as required to permit continued compliance with regulatory requirements and to meet Owner's use of facilities.
- C. Perform cutting, fitting and patching in accordance with provisions in other paragraphs of this Section.
- D. Provide new construction in accordance with the technical specifications or if not specified provide new construction matching adjacent or similar existing work in material and finish.

1.04 PRECONSTRUCTION MEETINGS

- A. Prior to beginning the Work, the Contractor and its key personnel and Subcontractors including the Contractor's Superintendent, Project Manager, and Field Engineer shall attend a meeting with the Owner and the Engineer to discuss the following:
 - 1. Name, Authority, and Responsibilities of Parties Involved
 - 2. Project Procedures:
 - a. Progress meetings
 - b. Correspondence
 - c. Notification
 - d. Submittal of Product Data, Shop Drawing Samples, and Proposed Equivalents
 - e. Requests for Clarifications
 - f. Clarifications
 - g. Requests for Quotation
 - h. Work Directive Change
 - i. Change Orders
 - j. Engineer's "Items of Concern List"
 - 3. Temporary Schedule and Contractor's Construction Schedule
 - 4. Temporary Facilities and Control
 - 5. Contractors Coordination
 - 6. Maintenance of Record Drawings
 - 7. Early Beneficial or Partial Occupancy
 - 9. Punch Lists and Project Closeout Procedures
 - 10. Final Deliverables including Record Drawings, Operation and Maintenance Manuals, and Special Guarantees.

1.05 PROGRESS MEETINGS

- A. The Engineer will conduct weekly progress meetings with Contractor at the Dry Creek Wastewater Treatment Plant. Attendance is required for Contractor's project manager, superintendent and affected Subcontractors and suppliers. The Engineer will prepare, maintain and distribute the agenda and dated record of: (1) actions required and taken and (2) decisions needed and made.
- B. Agenda:
 - 1. Review critical items/action list.
 - 2. Review work progress. Compare actual progress with planned progress shown on Contractor's rolling three-week schedule. Discuss Corrective action required. Compare actual and projected progress with Contractor's Construction Schedule, propose methods to correct deficiencies.
 - 3. Review status of Submittals; review delivery dates and date of need for critical items.
 - 4. Review coordination problems.
 - 5. Schedule needed testing and critical inspections.
 - 6. Review critical requirements for each trade or major piece of equipment prior to beginning work or installation.
 - 7. Discuss Contractor Quality Control.
 - 8. Discuss open items on Engineers "Items of Concern List."
 - 9. Discuss impact of proposed changes on progress Schedule.
 - 10. Other business.

1.06 PERFORMANCE SPECIFICATIONS AND CONTRACTOR DESIGNED WORK

- A. Work under this Contract may be specified by a combination of descriptive, performance, reference standard and proprietary specifications. In the event of conflict between any of the various specification methods used to specify a single item the order of precedence shall be the order in which the methods are listed in the preceding sentence. The terms used to describe types of Specifications are taken from the Construction Specification Institute (CSI) Handbook of Practice.
- B. Where Specifications are used to define the characteristics of Contractor designed systems, items or components, the Contractor shall be fully responsible to design, engineer, manufacture, and install the systems, items and components to meet the specified functional requirements, performance requirements, quality standards, durability standards and conditions of use as well as all applicable codes, regulations and referenced trade or industry standards. The Contractor shall perform such design by employing engineers licensed in the State in which the Work is being constructed. The Contractor's design submittals shall include calculations and assumptions on which the design is based and shall be stamped and signed by appropriately licensed engineers.
- C. In accordance with the General Conditions, the Owner and the Engineer shall have the right to rely on the expertise and professional competence of the Contractor's design. Favorable review of the Contractor's design submittal shall not relieve the Contractor from full responsibility for the adequacy of the Contractor design.

1.07 MATERIAL AND EQUIPMENT

- A. General:
 - 1. Verify that products delivered meet requirements of Contract Documents and the requirements for Favorably Reviewed submittals.
- B. Compatibility of Equipment and Material:
 - 1. Similar items, equipment, devices or products furnished under a single specification section shall all be made by the same maker and have interchangeable parts.
 - 2. In addition, but only if so stated in each affected Specification Section, similar items furnished under two or more Specification Sections shall be made by the same maker and have interchangeable parts.
 - 3. All similar materials or products that are interrelated or used together in an assembly shall be compatible with each other.
- C. Transportation and Handling:
 - 1. Transport and handle products in accordance with manufacturer's instructions.
 - 2. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
 - 3. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- D. Storage and Protection:
 - 1. Store and protect products in accordance with manufacturer's instructions. Seals and labels shall be intact and legible.
 - 2. Provide facilities, equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
 - 3. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
 - 4. Provide offsite storage and protection including insurance coverage when site does not permit onsite storage or protection.
- E. Installation Standards and Manufacturers' Recommendations:
 - 1. Install all products and materials in strict compliance with the most restrictive of the following:
 - a. The manufacturer's or provider's written instructions or recommendations. Follow step by step installation procedures.
 - b. Recommendations of referenced trade associations or standards.
 - c. These specifications and drawings.
 - 2. Where conflicts exist present alternatives with advantages and disadvantages to Engineer for decision.
- F. If reference standards or manufacturer's instructions contain provisions that would alter or are at variance with relationships between the parties to the Contract set forth in the Contract Documents, the provisions in the Contract Documents shall take precedence.

1.08 SAFETY

- A. In accordance with generally accepted construction practice, applicable law and the General Conditions, the Contractor shall be solely and exclusively responsible for:
 - 1. Construction means and methods.
 - 2. Safety of employees engaged in the work while on and off the site.
 - 3. Safety of the Owner, the Engineer, the Design Engineer, and others who may visit or be affected by the work.
 - 4. Safety of the work itself including material and equipment to be incorporated therein.
 - 5. Safety of other property at the site or adjacent thereto.
 - 6. Safety programs, equipment and protective devices required to assure the safety of persons and property for whom/which the Contractor is responsible.
- B. The duties of the Engineer in conducting review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing, scaffolding or safety measures in, on, or near the construction site. See General Conditions, Section 5, paragraph 1.27, the Engineer shall not be personally responsible for any liability arising under the Contract .
- C. The Contractor is hereby informed that work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as required to prevent injury to personnel and damage to property, and to comply with all applicable laws and regulations including State OSHA, Federal OSHA, and other regulations referenced in these Contract Documents.
- D. The Contractor shall, at all times, maintain the job in a condition that is safe for the Owner, the Engineer and their Consultants to make site visits and to conduct construction reviews. If the Owner or the Engineer cannot allow personnel to visit the job because it is not safe, the Contractor is not providing required safe access to the Work as required by General Conditions, Section 2, paragraph 1.16.
- E. The Contractor shall prepare a Safety Plan meeting the requirements of applicable regulations. As a minimum, the Contractors Safety Plan shall set forth definite procedures for informing workers about safety, for instructing workers in safe practices, for assuring that workers are using appropriate safety equipment and safe work practices and for reporting accidents.

1.09 CONTRACTOR'S QUALITY CONTROL

- A. The Contractor shall be fully responsible for inspecting the work of its suppliers and Subcontractors to assure that the work when completed will comply with the standards for materials and workmanship required by the Contract Documents.
- B. Inspections, periodic observations and testing performed by the Owner/Engineer are for the Owner's benefit and information only and shall not be construed as

partial or incremental acceptance of the work and shall not be deemed to establish any duty on the part of the Owner/Engineer to the Contractor, its subcontractors or suppliers.

- C. The Contractor shall:
 - 1. Monitor quality control over suppliers, manufacturer, products, services, site conditions, and workmanship, to produce work of specified quality.
 - 2. Comply fully with manufacturer's installation instructions, including performing each step in sequence as recommended by the manufacturer.
 - 3. Request clarification from Engineer before proceeding with work when manufacturers' instructions or reference standards conflict with Contract Documents.
 - 4. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
 - 5. Perform work by persons specializing in the specific trade and class of work required and qualified to produce workmanship of specified quality.
 - 6. Secure products in place with positive anchorage devices designed and sized to withstand seismic, static and dynamic loading, vibration, and physical distortion or disfigurement.
- D. If reference standards or manufacturers' instructions contain provisions that would alter or are at variance with relationships between the parties to the Contract set forth in the Contract Documents, the provisions in the Contract Documents shall take precedence.
- E. The Contractor shall provide assistance required by the Engineer to adequately inspect the Work including ladders, scaffolding, lighting, ventilation and other aids to facilitate access and provide a safe working environment.

END OF SECTION

SECTION 01140

ENVIRONMENTAL PROTECTION

1.01 SCOPE

- A. During the progress of the work, keep the work areas occupied by the Contractor in a neat and clean condition and protect the environment both onsite and offsite, throughout and upon completion of the construction project.

1.02 SUBMITTALS

- A. Develop an Environmental Protection Plan in detail and submit to the Engineer in the Product Review category within twenty (20) days from the date of the Notice to Proceed. Distribute the favorably reviewed plan to all employees and to all subcontractors and their employees. The Environmental Protection Plan shall include, but not be limited to, the following items:
 - 1. Copies of required permits.
 - 2. Proposed off-site disposal sites.
 - 3. Copies of any agreements with public or private landowners regarding disposal sites. Any such agreement made by the Contractor shall be invalid if its execution causes violation of local or regional grading or land use regulations.

1.03 MITIGATION OF CONSTRUCTION IMPACTS

- A. Requirements: All operations shall comply with all federal, state and local regulations pertaining to water, air, solid waste and noise pollution.
- B. Definitions of Contaminants:
 - 1. Solid Waste: Rubbish, debris, garbage and other discarded solid materials resulting from construction activities, including a variety of combustible and non-combustible wastes, and waste materials that result from installing all the work.
 - 2. Chemical Waste: Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, disinfectants, organic chemicals and inorganic wastes. Some of the above may be classified as "hazardous."
 - 3. Sanitary Wastes:
 - a. Sewage: That which is considered as domestic sanitary sewage.
 - b. Garbage: Refuse and scraps resulting from preparation, cooking, dispensing and consumption of food.
 - 4. Hazardous Materials: As defined by applicable laws and regulations. Undisclosed hazardous material contamination, if encountered will constitute a changed site condition. In the event that occurs, Contractor to coordinate with Owner.

C. Protection of Natural Resources:

1. General: It is intended that the natural resources within the project boundaries and outside the limits of permanent work performed under this Contract be preserved in their existing condition or be restored to an equivalent or improved condition upon completion of the work. Confine construction activities to work area limits as determined by the City.
2. Temporary Construction: Keep haul roads clear at all times of any object which creates an unsafe condition. Promptly remove any contaminants or construction material dropped from construction vehicles. Do not drop mud and debris from construction equipment on public streets. Sweep clean turning areas and pavement entrances as necessary. Ensure no tracking occurs on City streets.
3. Water Resources: Investigate and comply with all applicable federal, state and local regulations concerning the discharge (directly or indirectly) of pollutants to the underground and waters of the United States. Perform all work under this Contract in such a manner that any adverse environmental impacts are reduced to a level that is acceptable to the Engineer and regulatory agencies.
 - a. Oily Substances: At all times, special measures shall be taken to prevent oily or other hazardous substances from entering the ground, drainage areas or local bodies of water in such quantities as to affect normal use, aesthetics or produce a measurable impact upon the area. Any soil or water which is contaminated with oily substances due to the Contractor's operations shall be disposed of in accordance with applicable regulations.
4. Dust Control, Air Pollution and Odor Control: Employ measures to prevent the creation of dust, air pollution and odors.
 - a. Apply appropriate dust control measures as required.
 - b. Store all volatile liquids, including fuels or solvents in closed containers and provide secondary containment as needed.
 - c. No open burning of debris, lumber or other scrap will be permitted.
 - d. Properly maintain equipment to reduce gaseous pollutant emissions.
5. Construction Storage Areas: It is the responsibility of the Contractor to secure a storage area for Contractor use. Storage of construction equipment and materials shall be limited to the designated Contractor's storage area.
 - a. Oil wastes (from equipment, etc.) shall not be allowed to flow onto the ground or into surface waters. Containers shall be required at the construction site for the disposal of materials such as paint, paint thinner, solvents, motor oil, fuels, concrete wash water, resins and other environmentally deleterious substances. No dumping of surplus concrete or grout on the site will be permitted.
6. Sanitation: During the construction period, provide adequate and conveniently located chemical sanitation facilities, properly screened, for use of construction crews. Facilities shall be placed behind sidewalks and at least fifty (50) feet from any drainage ditch, drain inlet, or water way. Facilities shall be regularly maintained.
7. Fire Prevention: Take steps to prevent fires including, but not limited to the following:
 - a. Provide spark arrestors on all internal combustion engines.
 - b. Store and handle flammable liquids in accordance with the Flammable and Combustible Liquids Code, NFPA 30.
 - c. Provide fire extinguishers at hazardous locations or operations, such as welding.

1.04 DISPOSAL OPERATIONS

- A. Solid Waste Management:
 - 1. Supply solid waste transfer containers. Daily remove all debris such as cans, bottles, combustibles and litter. Take care to prevent trash and papers from blowing onto the Dry Creek Wastewater Treatment Plant premises. Encourage personnel to use refuse containers. Convey contents to a sanitary landfill.
- B. Chemical Waste and Hazardous Materials Management: Furnish containers for storage of spent chemicals used during construction operations. Provide secondary containment. Dispose of chemicals and hazardous materials in accordance with applicable regulations.
- C. Garbage: Store garbage in covered containers, pick up daily and dispose of in a sanitary landfill.

1.05 RESPONSIBLE PARTY

- A. The Contractor shall comply with all environmental pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract (Refer to General Conditions Section 5 for additional requirements). In the event of any violations, Contractor shall be fully responsible for all fines, citations, penalties and all other judgments that shall be imposed.

END OF SECTION

SECTION 01300

SUBMITTALS

1.01 SUBMITTAL PROCEDURES

- A. Accompany each submittal with a letter of transmittal containing the following information:
 - 1. Contractor's name and the name of Subcontractor or supplier who prepared the submittal.
 - 2. The project name and identifying number.
 - 3. Description of the submittal and reference to the Contract requirement or technical specification section and paragraph number being addressed.
- B. Submit the number and type of copies for each submittal and follow the procedures described below or in other paragraphs in this Section. Submit 7 copies of submittals not covered in this Section 01300.
 - 1. Designation of Superintendent: Submit 3 copies for information. Include name, address, home telephone number and a brief resume.
 - 2. List of Subcontractors and Major Suppliers: Submit 3 copies for information. Include address, telephone number and name of responsible party.
 - 3. Schedule of Values: Submit 4 copies. One copy will be returned. See General Conditions.
 - 4. Manufacturers' Affidavits. Submit 3 copies for items specified in the Technical Specifications.
 - 5. Environmental Protection Plan. Submit 7 copies. Two copies will be returned.

1.02 SCHEDULE OF SUBMITTALS

- A. Submit 7 copies. Two copies will be returned.
- B. See General Conditions. Within 15 days after the Notice to Proceed, submit a Schedule of Submittals showing the date by which each submittal required for Product Review or Product Information will be made. Identify the items that will be included in each submittal (see paragraph 1.05 of this Section) by listing the item or group of items and the Specification Section and paragraph number under which they are specified. Indicate whether the submittal is required for Product Review of Proposed Equivalents, Shop Drawings, Product Data or Samples or required for Product Information only.

1.03 PLAN OF OPERATIONS

- A. Submit 3 copies.
- B. Before beginning on work, submit a plan showing Contractor's intended use of the site. Show location of access points. Show location for Contractor's field office, if any, and parking. Show location of Contractor's and Subcontractor's work areas and storage areas.

1.04 CONSTRUCTION SCHEDULE

- A. Submit 4 copies for review. No copy will be returned. See General Conditions.
- B. The Contractor's Construction Schedule shall be in the form of a computer generated network analyses diagram and supporting mathematical analysis using the Critical Path Method (CPM) under concepts and methods outlined in the Associated General Contractor's publication, "The Use of CPM's Construction - A Manual for General Contractors and the Construction Industry."
 - 1. Draw network diagram to scale using actual calendar dates. Show work subdivided into identifiable activities within each trade such that no activity has a duration longer than five (5) working days. Show order and interdependencies of each activity.
 - 2. Use actual calendar dates to show planned and actual performance and show:
 - a. Preceding and following event numbers.
 - b. Activity description.
 - c. Estimated duration of activity.
 - d. Earliest start date.
 - e. Earliest finish date.
 - f. Actual start date.
 - g. Actual finish date.
 - h. Latest start date.
 - i. Latest finish date.
 - j. Total and free float.
 - k. Monetary value of activity, keyed to Schedule of Values.
 - l. Percentage of activity completed.
 - m. Dates for making submittals of Proposed Equivalents, Product Data and Shop Drawings.
- C. If the Construction Schedule does not reflect the CPM format requirements, the specified work, or the Contract Time, it will be returned to the Contractor for modification.
- D. Revise the Construction Schedule and resubmit within seven (7) days following any monthly meeting to review Contractor's Application for Payment when Contractor's work is fifteen (15) days or more behind schedule.
- E. Accelerated Work if Required to Meet Schedule: See General Conditions. Give Engineer 3 days prior notice of construction that will take place outside of normal work hours or work days. Compensate Owner for extra inspection cost caused by Accelerated Work required to meet Schedule.
- F. Give Engineer 3 days prior notice of normal work days on which construction will not take place or of scheduled construction that will not take place. Compensate Owner for extra inspection cost resulting from failure to give notice.

1.05 SHOP DRAWING, PRODUCT DATA AND SAMPLES SUBMITTED FOR PRODUCT REVIEW

- A. This paragraph covers submittal of Shop Drawings, Product Data and Samples required for the Engineer's review referred to as Product Review submittals in the

Technical Specifications. Submittals required for information only are referred to as Product Information submittals in the Technical Specifications and are covered in paragraph 1.07 of this Section. See General Conditions Section 2, paragraph 1.04.

B. Number and type of submittals:

1. Shop Drawings: Submit 7 clear, sharp high contrast copies two of which will be marked, stamped and returned to the Contractor. If the Contractor submits an electrostatic reproducible copy this copy will represent the single copy returned to the Contractor. The Contractor shall make and distribute the required number of additional copies to its superintendent, subcontractors and suppliers.
2. Product Data: Submit 7 clear copies. Two copies will be marked, stamped and returned. The Contractor shall make and distribute the required number of additional copies to its superintendent, subcontractors and suppliers.
3. Samples: Submit 4 labeled samples or four sets of samples of manufacturer's full range of colors and finishes. Comply with requirements in Technical Specification Sections. One sample will be returned to Contractor.

C. The Contractor shall make all Product Review submittals early enough to allow adequate time for the Engineer's review, for manufacture and for delivery at the construction site without causing delay to the Work. Submittals shall be made early enough to allow for unforeseen delays such as:

1. Failure to obtain Favorable Review because of inadequate or incomplete submittal or because the item submitted does not meet the requirements of the Contract Documents.
2. Delays in manufacture.
3. Delays in delivery.

D. Content of Submittals:

1. Each submittal shall include all of the items and material required for a complete assembly, system or Specification Section.
2. Submittals shall contain all of the physical, technical and performance data required by the specifications or necessary to demonstrate conclusively that the items comply with the requirements of the Contract Documents.
3. Include information on characteristics of electrical or utility service required and verification that requirements have been coordinated with services provided by the Work and by other interconnected elements of the Work.
4. Provide verification that the physical characteristics of items submitted, including size, configuration, clearances, mounting points, utility connection points and service access points, are suitable for the space provided and are compatible with other interrelated items that are existing or have or will be submitted.
5. Label each Product Data Submittal, Shop Drawing and Sample with the information required in paragraph 1.01A of this Section. Highlight or mark every page of every copy of all Product Data submittals to show the specific items being submitted and all options included or choices offered.
6. Additional requirements for Product Review submittals are contained in the Technical Specification sections.
7. Designation of work as "NIC" or "by others," shown on Shop Drawings, shall mean that the work will be the responsibility of the Contractor rather than the subcontractor or supplier who has prepared the Shop Drawings.

- E. Compatibility of Equipment and Material:
1. Verify that items contained in the same or in different submittals meet the requirements in the paragraph titled "Material and Equipment in Section 01040 especially the subparagraphs titled "Compatibility of Material and Equipment."
- F. Requirements for the Contractor's review and stamping of submittals prepared by the Contractor or by Subcontractors or suppliers prior to submitting them to the Engineer are covered in General Conditions, Section 2, paragraph 1.04.
- G. Submittals that contain deviations from the requirements of the Contract Documents shall be accompanied by a separate letter explaining the deviations. See General Conditions, Section 2, paragraph 1.04E. The Contractor's letter shall:
1. Cite the specific Contract requirement including the Specification Section and paragraph number for which approval of a deviation is sought.
 2. Describe the proposed alternate material, item or construction and explain its advantages and/or disadvantages to the Owner.
 3. State the reduction in Contract Price if any that is offered to the Owner.
- H. Engineer's Review Procedure and Meaning
1. The Engineer will stamp and mark each Product Review submittal prior to returning it to the Contractor. The stamp will indicate whether or not the review was favorable and what action is required of the Contractor. Review categories "No Exceptions Taken" and "Make Corrections Noted" both indicate Favorable Review.
 2. The Engineer's Favorable Review is contingent on the Contractor's warranties required by General Conditions and is subject to all of the limitations and conditions in General Conditions. Favorable Review is also contingent on:
 - a. The compatibility of items included in a submittal with other related or interdependent items included in previous or future submittals.
 - b. Future submittal of items related to or required to be part of this submittal that were not included with this submittal.
 3. Favorable Review of a submittal does not constitute approval or deletion of items required as part of the submittal but not included with the submittal. Favorable Review of items included in the submittal does not constitute deletion of specified features, options or accessories that were not included in the submittal.
 4. The action required by the Contractor for each category of review is as follows:
 - a. **NO EXCEPTIONS TAKEN / "APPROVED AS SUBMITTED"**. NO RESUBMITTAL REQUIRED.
 - b. **MAKE CORRECTIONS NOTED / "APPROVED WITH CHANGES"**:
 - (1) **NO RESUBMITTAL REQUIRED**. The Contractor shall make corrections noted prior to manufacture.
 - (2) **PARTIAL RESUBMITTALS REQUIRED**. The Contractor shall submit related accessory or optional items as noted which are required but were not included with the submittal and/or shall resubmit unsatisfactory portions or attributes of items as noted. The Contractor may proceed to manufacture those portions of the submittal that will be unaffected by required resubmittals.

- c. **AMEND AND RESUBMIT / "REVISE & RESUBMIT"**. The Contractor shall amend and resubmit the submittal as noted or required to comply with the Contract Documents.
- d. **REJECTED - RESUBMIT**. The item submitted does not comply with the Contract Documents in a major way. Resubmit items that comply with the requirements of the Contract Documents.
- 5. The letter of transmittal accompanying the returned Product Review submittal may contain numbered notes. Marking a corresponding number on a Shop Drawing or Product Data submittal shall have the same affect as applying the entire note to the submittal.
- I. Re-submittals that contain changes that were not requested by the Engineer on the previous submittal shall be accompanied by a letter explaining the change. See General Conditions.
- J. Favorable Review Required Prior to Proceeding.
 - 1. Do not proceed with manufacture, fabrication, delivery or installation of items prior to obtaining the Engineers Favorable Review of Product Review submittals. See General Conditions.
- K. Intent and Limitation on Engineer's Review
 - 1. The Contractor has primary responsibility for submitting and providing work that complies with the requirements of the Contract Documents. That responsibility cannot be delegated in whole or in part to subcontractors or suppliers. Neither the Engineer's Favorable Review nor the Engineer's failure to notice or comment on deficiencies in the Contractor's submittals shall relieve the Contractor from the duty to provide work which complies with the requirements of the Contract Documents.

1.06 PROPOSED EQUIVALENTS

- A. Comply with the submittal requirements for Shop Drawings, Product Data, and Samples submitted for Product Review in another paragraph of this Section.
- B. See General Conditions Section 2, paragraph 1.04E.
- C. Time of Submittal:
 - 1. General Conditions requires submittal of Proposed Equivalents within ample time, ample time shall be considered within 20 days of the Notice to Proceed. The Engineer may agree to a later submittal date if requested in writing within 20 days of the Notice to Proceed. The request shall identify the item, give the Specification reference, and proposed manufacturer and model number of the item that will be submitted and the proposed submittal date.
 - 2. The Engineer's agreement to a later submittal date shall be in writing and shall not be construed as Favorable Review or acceptance of the manufacturer or item proposed.
- D. Content of submittals shall be the same as that required for Product Data, Shop Drawings and Samples submitted for Product Review in another paragraph of this Section. In addition, the Engineer may request that the Contractor provide

information on several recent similar installations of the item to verify its suitability. The information shall include the project name and location, the Owner's name, address, telephone number and name of a knowledgeable person to contact for information on performance of the product.

- E. When the Contractor has listed specific maker's products on the Designation of Equipment or Material Manufacturers submitted with its Bid no changes will be permitted without submittal of acceptable evidence justifying the change and the Engineer's written approval.

1.07 PRODUCT INFORMATION SUBMITTALS

- A. Submit three copies. No copies will be returned. See General Conditions.
- B. Product Information submittals are required for the Owner's permanent records and will be used for future maintenance, repair, modification or replacement work. Product Information submittals will be examined only to verify that the required submittals have been made; they will NOT be reviewed for compliance with the Contract Documents.
- C. Make Product Information submittals prior to delivering material, products or items for which Product Information submittals are required.
- D. The Contractor has the sole and exclusive responsibility for furnishing products and work that meets the requirements of the Contract Documents.
- E. The Engineer reserves the right to comment on any submittal and to reject any product or work delivered, installed or otherwise at any time that the Engineer become aware that it is defective or does not meet the requirements of the Contract Document. See General Conditions.

1.08 MANUFACTURER'S CERTIFICATES

- A. Submit three copies.
- B. When specified in Technical Specification section, submit manufacturers' certificate to Engineer for review. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate. Certificates may be recent or previous test results on material or Product, but must be acceptable to the Engineer.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.01 TEMPORARY UTILITIES

- A. Sanitary Facilities: Provide and maintain self-contained portable sanitary facilities for the Contractor's, subcontractor's, Engineer's, and Owner's use. Facilities shall comply with applicable regulations and shall be serviced, cleaned and disinfected frequently.
- B. Temporary Water and Power Service: Provide all temporary utility service required for the project. Pay all utility service connection and use charges.
- C. The Contractor shall be responsible for providing and maintaining the necessary material storage places, watchmen, etc.

1.02 BARRICADES, FENCES AND ENCLOSURES

- A. See General Conditions Section 5 and Section 01040.
- B. Barricades: Provide temporary guard rails, ladders, stairs, guards, and barricades to protect persons in accordance with applicable regulations, including California Code of Regulations Title 8 and Cal/OSHA.

1.03 PROTECTION OF INSTALLED WORK

- A. Provide heavy planking to protect curbs, gutters, culverts, paving and similar surfaces from damage by heavy equipment or vehicles.

1.04 SECURITY

- A. Provide security and facilities to protect the Work, and existing facilities from unauthorized entry, vandalism, or theft.

1.05 TRAFFIC REGULATION

- A. Conduct operations so as to offer the least possible obstruction and inconvenience to traffic at the Dry Creek Wastewater Treatment Plant Facility. Do not overload or damage paved or improved surfaces, sidewalks, curbs or gutters.
- B. Provide industry acceptable methods to safely control pedestrian and vehicular traffic entering and leaving the project area and immediate vicinity.

1.06 PROJECT SIGN

Does not apply.

END OF SECTION

SECTION 01505

MOBILIZATION

1.01 GENERAL

A. Mobilization shall include the obtaining of all permits; moving onto the site of all equipment; and other construction facilities; and implementing security requirements; all as required for the proper performance and completion of the WORK. Mobilization shall include the following principal items:

1. Moving on to the site of all CONTRACTOR's equipment required for installing the work.
2. Installing temporary construction power, wiring, and lighting facilities.
3. Establishing fire protection system.
4. Developing construction water supply.
5. Providing on-site sanitary facilities and potable water facilities.
6. Arranging for CONTRACTOR's work/staging area and storage yard.
7. Obtaining all required permits.
8. Having all OSHA required notices and establishment of safety programs.
9. Having the CONTRACTOR's superintendent at the job site full time.
10. Submitting initial submittals.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

1.01 FINAL CLEANUP

- A. Prior to Final Inspection clean the entire construction area and all other areas affected by the performance of work under this Contract. Perform cleaning using personnel specializing in and skilled in cleaning and maintenance work. Perform repair work using personnel skilled in executing the type of work being repaired. Perform all work to the highest trade standards applicable to that type of work.
 - 1. Remove all temporary construction, signs, tools, equipment, excess material and debris.
 - 2. Remove all lumps, splatters, spots and stains caused by paint, adhesive, sealant or other foreign material from exposed or finished surfaces.
 - 3. Repair, patch or replace new or existing work including pavement, sidewalks, curbs, gutters, catch basins, gratings, manholes, covers, landscaping, plant materials and other items that have been damaged, broken, cracked or chipped as a result of performing this Work.
 - 4. Sweep clean and wash down all areas in the immediate project vicinity that have dirt, debris, etc. as a result of the work. Remove all hazardous material and material that may cause sediment in drainage systems prior to washdown. Remove all grease and oil stains on pavement caused by Contractor's equipment.

1.02 CONTRACTOR'S ACTION LIST OF ITEMS TO BE CORRECTED AND/OR COMPLETED

- A. During construction, the Contractor shall maintain an action list of items to be corrected and/or completed. The Contractor shall regularly add items and update the list as information becomes available or as requested by the Engineer. The Contractor shall deliver a current copy of the list to the Engineer at each progress meeting.

1.03 SEMIFINAL INSPECTION/SUBSTANTIAL COMPLETION

- A. See General Conditions. When the Contractor considers the Work nearly complete, the Contractor shall review the Contract Documents, inspect the Work, and use the Contractor's action list to prepare a Contractor's Punch List of all deficient or uncompleted items. The Contractor shall complete or correct items on the Punch List. When the Work is Substantially Complete in accordance with the General Conditions, the Contractor shall notify the Engineer in writing that the Contractor has reviewed the Contract Documents, inspected the Work and believes that the Work is Substantially Complete and ready for Semifinal Inspection.
- B. On receipt of the Contractor's Punch List and notice that the work is ready for Semifinal Inspection, the Roof Manufacturer's Representative will inspect the Work. The Roof Manufacturer's Representative may add additional items to the Contractor's Punch List, may find that the work is not ready for inspection, is ready for inspection but not Substantially Complete or that the Work is Substantially

Complete. When the Roof Manufacturer's Representative finds the Work is Substantially Complete, the Roof Manufacturer's Representative will prepare a Final Punch List and a notice of Substantial Completion which will state the date of Substantial Completion and the time agreed to by the Owner and the Contractor (not to exceed 30 days) in which the Work shall be fully complete and ready for Final Inspection. The Roof Manufacturer's Representative shall submit a copy of the Final Punch List to the Engineer.

1.04 FINAL INSPECTION, FINAL COMPLETION AND FINAL PAYMENT

- A. See General Conditions Section 7. When the Contractor has completed or corrected all the items on the Final Punch List, the Contractor shall give the Roof Manufacturer's Representative written notice that the Work is ready for Final Inspection. When the Roof Manufacturer's Representative finds the Work acceptable and fully complete in accordance with the Contract Documents, the Roof Manufacturer's Representative shall submit the Final Inspection Report to the Engineer and to the City's Building Division. After the Building Division accepts the Final Inspection Report as complete, and upon receipt of a final Application for Payment and all final submittals, the Engineer will issue a Notice of Final Completion, make Final Payment and Accept the Work stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Roof Manufacturer's Representative's observations and inspection, the Work has been fully completed in accordance with the terms and conditions of the Contract Documents. Note that Final Payment is contingent upon the City of Roseville's Building Department stating that the work is satisfactorily completed in the opinion of the Building Department. Otherwise, payment shall be withheld until all the requirements of the Building Department have been fulfilled.
- B. Final Submittals include:
 - 1. Extra Materials
 - 2. Special Guarantees
 - 3. Insurance Certificate showing required continuation of coverage beyond Final Payment. See General Conditions Section 5, paragraph 1.19.
 - 4. Release of Liens. See General Conditions Section 7, paragraph 1.04.
 - 5. Waiver of Claims by Contractor. See General Conditions Section 7-1.11.
 - 6. And any other submittals required by the Contract Documents and not previously received.
- C. The Owner will record the Notice of Final Completion at the County Records Office.
- D. The Owner will make Final Payment to the Contractor per Section 7 of the General Conditions.

1.05 EXTRA MATERIALS

- A. Deliver specified extra materials and parts to Owner. Itemize all items on a transmittal letter in duplicate and obtain signature of receiving party. Submit copies of signed transmittals for all specified extra materials and parts prior to completion.

1.06 SPECIAL GUARANTEES

- A. Section 7, paragraph 1.10 of the General Conditions covers the Contractor's responsibility to remedy defects due to faulty workmanship and materials which appear within one year from the date of Substantial Completion.
- B. Guarantees for more than one year when called for in various sections of the Specifications shall be in the form of a special guarantee written on the letterhead of the Contractor, Subcontractor, or Supplier doing the work and/or supplying the item to be guaranteed, and countersigned by the Contractor as follows.
- C. Special Guarantee:

We hereby guarantee that the _____ which we have provided in the _____, Project, was done in accordance with the Drawings and Specifications, and that the work, as installed, will fulfill the requirements of the guarantee included in Specification Section _____. We agree to repair or replace any or all of our work, together with any other adjacent work which may be damaged or displaced by so doing, that may prove to be defective in workmanship or material (with the exception of defects due to ordinary wear and tear, and unusual abuse or neglect) within a period of _____ years from the date of acceptance of the above-named facility, without any expense whatsoever to the Owner. In the event of our failure to comply with the above-mentioned conditions within the period set forth in Section 7 of the General Conditions after being notified in writing by the Owner, we, collectively or separately, do hereby authorize the Owner to proceed to have said defects repaired and made good at our expense, and we will honor and pay the costs and charges therefor upon demand. We understand that the provisions of General Conditions apply to this Special Guarantee.

Signed _____
(Subcontractor or Supplier)

Company _____

Address _____

Telephone Number _____

Countersigned _____
(Contractor)

- D. Submit two original signed copies of each required Special Guarantee prior to completion.

1.08 TWELVE-MONTH INSPECTION

- A. Thirty (30) days prior to the expiration of the one-year guarantee period described in General Conditions Article 12, the Contractor shall tour the project with the Engineer and/or the Owner to prepare a list of corrective work required under the

12-month guarantee. The Contractor shall correct all items found to be defective within 20 days of receipt of the list of items to be corrected.

END OF SECTION

SECTION 09000

2017 DRY CREEK WASTEWATER TREATMENT PLANT ROOF REPLACEMENT SPECIFICATION

PART I - GENERAL

1.01 Description

- A. This guide specification describes typical application methods for a fully adhered, 60 mil TPA (Tri-Polymer Alloy) single ply roof system.
- B. Related Work
 - 1. Sheet Metal
 - 2. Sealants and Caulking

1.02 Scope of Work

- A. The roofing contractor shall furnish and install specified roofing and related components to the roof areas designated below at Dry Creek Waste Water Treatment Plant:
 - 1. North Roseville Grit Handling / Screening Building:
 - a. Remove existing roof system; leave existing polyisocyanurate insulation in place.
 - b. Remove coping cap and set aside for re-use.
 - c. Mechanically anchor one layer of 1/4" gypsum board over the insulation.
 - d. Install fully adhered TPA Single Ply roof system in water based bonding adhesive.
 - e. Extend base flashing up and over parapet walls.
 - f. Reinstall coping cap.
 - g. Install reinforced walkway roll in same location as previous walkway.
 - 2. Influent East Roseville Bar Screen Building:
 - a. Remove existing roof system; leave existing polyisocyanurate insulation in place.
 - b. Remove coping cap and set aside for re-use.
 - c. Mechanically anchor one layer of 1/4" gypsum board over the insulation.
 - d. Install new stainless steel sheet metal pan under evaporative cooler.
 - e. Install fully adhered TPA Single Ply roof system in water based bonding adhesive.
 - f. Extend base flashing up and over parapet walls.

- g. Reinstall coping cap.
- h. Install reinforced walkway roll in same location as previous walkway.

B. The roof shall be left watertight with no exposed insulation at the end of each work day.

1.03 Performance Requirements

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.
- C. Flashings: Comply with requirements of Division 7 Section "Sheet Metal Flashing and Trim." Provide base flashings, perimeter flashings, detail flashings and component materials that comply with requirements and recommendations of the following:
 - 1. FMG 1-49 Loss Prevention Data Sheet for Perimeter Flashings.
 - 2. FMG 1-29 Loss Prevention Data Sheet for Above Deck Roof Components.
 - 3. NRCA Roofing and Waterproofing Manual (Fifth Edition) for construction details, as modified by FMG requirements indicated.
 - 4. SMACNA Architectural Sheet Metal Manual (Fifth Edition) for construction details.

1.04 Quality Assurance

- A. Qualifications:
 - 1. Material Qualifications:
 - a. Roofing Material manufacturer shall:
 - 1) Be nationally recognized in roofing and waterproofing industry for at least ten (10) years.
 - 2) Single Ply Membrane must meet or exceed the 2016 Building Energy Efficiency Standards for Residential and Non-residential Buildings. Membrane must also be Cool Roof rated.
 - 3) Provide local Field Representative to make periodic site visits, report work quality and job progress.
 - 4) Provide list of at least three (3) projects available for inspection employing same system(s) within the last three years, within the same climate zone and 50 mile distance of project building(s).
 - 5) Be approved by City of Roseville.
 - 6) Provide independent laboratory test results for all roofing materials using ASTM test criteria as designated in Part 2 - Product section of this

Specification indicating compliance with the performance criteria contained herein.

- 7) The presence and activity of the manufacturer's representative and/or Owner's representative shall in no way relieve the roofing contractor of his/her contractual liabilities/responsibilities.
- 8) Provide to the Owner names of at least three (3) qualified roofing applicators/installers.
- 9) Provide Warranty / Technical inspector available for full or part time inspection as required by the Owner.

2. Installer Qualifications:

- a. The roofing contractor shall be experienced and approved in writing by the roofing material manufacturer to install manufacturer's products and systems in accordance with manufacturer's warranty requirements.
- b. The Roofing Contractor shall:
 - 1) Be acceptable to the Owner and Roofing Material Manufacturer.
 - 2) Be responsible for obtaining all data required from roofing material manufacturer.
 - 3) Have not been in Chapter 7 during the last ten (10) years.
 - 4) Provide references on similar project for public entities.

B. Pre-installation Conference: Conduct conference at Project site(s). Review methods and procedures related to roofing system installation including, but not limited to, the following:

1. Meet with Owner Representative, Roof System Manufacturer's Representative, Installer, and installers whose work inter-faces with or affects roofing including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

C. Source Limitations: Obtain components for membrane roofing system from or approved by roofing membrane manufacturer.

- D. Upon completion of the installation, an authorized manufacturers' Technical Service Inspector shall inspect the completed roof to verify that the visible elements of the installation have been installed in accordance with the Owner's and the manufacturers' specifications, detail drawings, and approved changes.

1.05 Submittals

- A. PRODUCT DATA: None required for specified products.

1.06 Product Delivery, Storage and Handling

- A. Materials shall be delivered in the original, unopened containers.
- B. All products shall be delivered to the job site with the manufacturer's labels on each roll or container. When required, the label shall also indicate the specified code/insurance approvals.
- C. All materials shall be stored flat, elevated from the roof or deck, protected with waterproof covers as necessary to keep the materials dry. The plastic wrap on the TPA rolls is not intended as a waterproof cover.
- E. All materials shall be protected from damage.
- F. Materials damaged in handling or storage shall not be used without authorization by Tremco. Unsalvageable materials shall be replaced at the contractor's expense.
- G. Material Safety Data Sheets, available from Tremco, shall be reviewed.

1.07 Job Conditions

- A. TPA roofing systems shall not be installed during periods of precipitation. TPA membrane may be installed under certain adverse weather conditions (temperature and humidity), contact Tremco for precautions that should be followed.
- B. **Only as much of the new roofing as can be made weathertight each day shall be completed in accordance with the Tremco specifications, including all field flashings.**
- C. All work shall be scheduled and executed without exposing the interior building area(s) to the effect of inclement weather. The existing building and its content shall be protected against all risks associated with installation of the roof system.
- D. All surface areas to receive new insulation, membrane or flashings, shall be thoroughly dry. Should surface moisture occur, the contractor shall provide necessary materials and equipment to dry the surface area affected prior to installation.

- E. All areas contaminated by dirt, debris, and dust shall be cleaned from surfaces by vacuuming, sweeping or power blowing.
- F. When storing material on the roof and during application, the roofing contractor shall ensure that overloading of the deck and structure does not occur.
- G. Any deteriorated deck or flashing substrate which is discovered shall be promptly reported to the Owner or designated representative.
- H. The roofing contractor shall investigate all existing roof drain lines. Non-functioning drains shall be reported to the Owner prior to job start. It is the responsibility of the roofing contractor to insure adequate connection of the drain to the drain lines.
- I. The roofing contractor shall investigate the structural deck on the building to determine the type and length of fastener required. Gypsum, concrete and cementitious wood fiber decks require fastener pull-out tests, contact Tremco for additional information.
- J. If waste products, petroleum, grease, oil, solvents, mineral oil, and other contaminants come into contact with the TPA roofing membrane, contact Tremco for precautions and cleaning procedures.
- K. Site clean-up, including both interior and exterior building areas that have been affected by the roof installation, shall be completed to the Owner's satisfaction. All landscaped areas affected shall be raked clean and seeded, as required.
- L. All roofing, insulation flashings and metal work removed during construction shall be immediately removed from the site to a regulated legal dumping area authorized to receive such materials.

1.08 Warranty / Guarantee

A. Guarantee:

- 1. Upon project completion and Owner acceptance, effective upon complete payment, Contractor shall issue Owner a guarantee against defective workmanship and materials for a period of two (2) years.

B. Warranty and Service Agreement:

- 1. Upon project completion, Tremco acceptance, and once complete payment has been received by both Contractor and Tremco, Tremco shall deliver to the Owner a fifteen (15) year Tremco Roofing System Quality Assurance

Warranty and Service Agreement. Tremco will, during the second, fifth, and tenth year of this warranty service agreement, provide the following for the Tremco Roof System:

- a. Inspection by a Tremco Technical Service Representative and delivery of a written inspection report documenting roof conditions.

1.09 Bidding Requirements

- A. Pre-bid conference: A pre-bid conference shall be held with the Owner and all parties and trades involved to discuss all aspects of the project. The contractor's field representative and/or foreman for the project shall be in attendance.
- B. All bidders shall visit the site and carefully examine the areas in question as to conditions that may affect the proper execution of the work. All dimensions and quantities shall be determined or verified by the contractor. No claims for extra costs shall be allowed for lack of full knowledge of the existing conditions.

PART II - PRODUCTS

2.01 General

- A. All components of the Tremco TPA Single Ply System shall be manufactured, supplied, or accepted in writing by Tremco or Owner approved equal manufacturer.

2.02 Fully Adhered Tri-Polymer Alloy Membrane

- A. The membrane shall be Tremco 60 mil TPA Fleece Backed, a tri-polymer alloy, polyester reinforced roofing system as supplied by Tremco, Inc. or Owner approved equal. The sheet shall conform to the properties listed below. NOTE: The physical properties listed below are typical values.
 - 1. Color: White (top)/Gray (bottom)
 - 2. Roll Size: 78" wide x 90' long
 - 3. Weight: 4.5 oz. ft² (nominal)
 - 4. Thickness ASTM D-751: 60 mil (nominal)
 - 5. Breaking Strength ASTM D-751: 350 lbs x 325 lbs
 - 6. Seam Strength ASTM D-638: 90%
 - 7. Elongation @ Break ASTM D-751: 40% X 30%
 - 8. Heat Aging ASTM D-3045: 80% x 80%
 - 9. Tear Strength ASTM D-751: 100 lbs x 100 lbs
 - 10. Low Temperature Bend ASTM D-2136: Pass (-40 F)
 - 11. Permeance ASTM E-96: 0.003 Perms
 - 12. Hydrostatic Resistance ASTM D-751: 400 psi
 - 16. Ozone Resistance ASTM D-1149: PASS – No cracks after 168 hours exposure

at 100 degrees F.

2.03 Related Materials

A. Flashings

1. Tremco TPA Membrane Flashing: TPA membrane.
2. TPA Coated Metal: .020@ thick membrane laminated to 24 gauge G-90 galvanized steel with acrylic backwash coating.
3. Tremco TPA Prefabricated Flashing: pipe boots, inside corners, outside corners.

B. Flashing Adhesive: TPA Solvent Based Bonding Adhesive or Equal.

C. Insulation Fasteners: Olympic CD 10 Concrete Anchors or Equal.

D. Membrane Adhesive: TPA Waterbased Bonding Adhesive or Equal.

E. Sealants: Tremco Polyurethane Sealants.

F. Seaming Procedure: Hot air welding, contact Tremco for acceptable equipment and methods.

G. Mechanical Termination: Approved plates and screws or TPA coated metal.

H. Insulation:

1. 1/4" Dens-Deck Prime or Equal.

I. Roof Traffic Pads: Tremco TPA Walkway Roll.

J. Conduit Blocks: Durablock, Roof Caddy, OMG Manufacturing, or Equal.

PART III - EXECUTION

3.01 Pre-Job

- A. The Primary contractor, the Owner or Owner's representative shall conduct a pre-roofing conference before any work begins, so all parties involved in the installation of the roofing system construction, or who may work on or through the roofing system, understand their obligations with respect to the roofing membrane.

3.02 Substrate Inspection

- A. A proper substrate shall be provided to receive the mechanically fastened TPA roofing system. Contact Tremco for acceptable substrates. The roofing contractor shall notify the Owner and Tremco of any defects in the substrate. Work shall not proceed until the substrate has been repaired or replaced.
- B. Remove all loose debris from the surface.
- C. The roof surface shall be free of standing water, ice, or snow.

3.03 Substrate Preparation

- A. Projects that involve removal of the existing membrane and insulation shall have all foreign material removed to the existing structural deck unless otherwise noted.
- B. Building codes may require a thermal barrier between the roof deck and some roof insulations.
- C. Surfaces on which the TPA membrane is to be applied shall be compatible, clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease and other bitumen.
- D. When possible, work shall begin at the highest point of the roofing project area and proceed to the lowest point. All seams should be shingled with, or run parallel to, the flow of water. (Perimeter sheets may not always meet this requirement if the roof drains to the perimeter.)
- E. All loose gravel, debris, trash shall be removed or leveled. If necessary, accumulations of adhered foam, or other irregularities shall be scratched and removed so as to produce a flat, smooth surface. Insulation boards shall lay flat from one board to another.

3.04 Insulation

- A. The insulation manufacturer shall agree that the use of its product below the mechanically fastened TPA System is appropriate. It is the responsibility of the roofing contractor to insure appropriate selection of the specific brand of insulation for use under the Tremco TPA System. Consult Tremco for information concerning generic insulations which are appropriate for use under the Tremco TPA System.
- B. Insulation shall be installed according to the insulation manufacturer's instructions. This includes board layout, number of fasteners required to attach the insulation board and the pattern of these fasteners.

- C. Insulation shall be adequately supported to sustain normal roof traffic without damage.
- D. Insulation shall be installed in parallel courses with end joints staggered and adjacent boards butted together with no joints greater than 1/8".
- E. Where Field-trimmed, insulation shall be fitted tightly around roof protrusions and terminations.
- F. Insulation attachment:
 - 1. Install gypsum board insulation with 16 fasteners per board.
- G. No more insulation shall be applied than can be covered with the finished TPA membrane by the end of the day or the onset of inclement weather.

3.05 Membrane Installation

A. Placement:

- 1. The Tremco TPA membrane shall be fully adhered to the insulation.
- 2. The perimeters and corners may require additional design consideration to develop the necessary resistance for wind conditions in excess of gale force winds. Contact Tremco for additional information if the building is located where winds may exceed standard warranty conditions or special code provisions are required.
- 3. The membrane shall be cut to fit neatly around all penetrations and roof projections.
- 4. The roofing membrane shall be unrolled and positioned with a minimum 4 ½" overlap. Laps shall be shingled with, or run parallel to, the slope of the roof.

B. Attachment:

- 1. Adhere TPA membrane in solvent free, water-based adhesive. Application rate is 150 square feet per gallon.
- 2. Secure the membrane with fasteners and plates around curbs and other penetrations where there is a wood nailer required.
- 3. Position and secure the edge of each field sheet prior to welding the adjacent

sheet to it.

4. Secure the membrane at all angle changes in the substrate using the same spacing used for the perimeter sheets. This procedure is required regardless of the cause of the angle change.

C. Seaming:

1. The overlapping sheets shall be welded using hot air welding equipment. The areas must be dry and must be clean. The contractor must ensure that dirt or debris does not interfere with the seaming process.
2. The equipment settings and alignment adjustments must be checked continuously during each day to ensure complete fusion within the welded area and a smooth, wrinkle-free seam.
3. Welds using the automatic welder shall be a minimum of 1 1/2" wide.
4. All hand welds shall be a minimum of 2" wide.
5. Membrane to TPA metal seams can be welded using an automatic welder or hand held equipment. Minimum seam widths as outlined above must be followed. Fasteners that secure the coated metal flashing shall not be located within the seam. Provide sufficient flange width (min. 5.0") on all flashings to allow for this requirement. Automatic welder settings will differ from membrane to membrane settings when welding membrane to coated metal.
6. The seams shall be checked for continuity and integrity. All imperfections must be corrected.
7. End Laps: Do not apply adhesive to membrane in end lap area. Seal end lap with 6" strip of non-fleecebacked TPA membrane. Heat weld membrane over end lap. Stagger all end laps.

D. Membrane Termination and Securement:

1. The TPA membrane shall be secured at all terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, rising wall, penthouse.
2. Secure membrane at all angle changes in the deck (changes in roof plane) or insulation taper: inside angles more than 1" per foot from the plane of the roof, ridge angles that exceed 1" per foot total angle change.
3. Securement shall be achieved using TPA coated metal flashing, adequately

fastened to treated wood nailers, or Tremco fasteners (and plates) spaced according to deck type.

4. All terminations and fasteners shall be sealed within a lap or covered with a strip of TPA membrane, its perimeter continuously welded to the field sheet.

3.06 Membrane Flashing

- A. All flashings shall be installed as shown on the detail drawings or the manufacturer's standard details. All TPA membrane shall be installed concurrently with the roof membrane as the project progresses. No temporary flashings shall be allowed without prior written approval of the authorized Tremco agent. If any water is allowed to enter under the new roofing due to incomplete flashings, the affected area shall be removed and replaced at contractor's expense.
- B. Flashings shall not be applied over existing thru-wall flashings or weep holes. All flashings shall extend a minimum of 8-inches above roof level unless previously accepted by a Owner representative and an authorized Tremco agent.
- C. All TPA membrane base flashings shall be fully-adhered to a dry, smooth solvent-resistant and compatible substrate using Tremco White Sheeting Bond.
 1. When the surface is dry, TPA membrane flashings shall be cut to proper width and length, wall shall be coated evenly with Tremco White Sheeting Bond at a rate of approximately 1 gal/20sq.ft. using an 1/8" notched trowel, rates will vary depending on ambient temperature and surface condition. Allow Sheeting Bond to flash off 15 minutes minimum before covering with membrane. Adjust time for ambient conditions. Flashing membrane shall be rolled carefully onto the previously prepared substrate taking care to avoid wrinkles.
 2. No Sheeting Bond shall be applied to lap (seam) areas that are to be welded to flashings or adjacent membrane sheets by means of hot-air welding procedures.
 3. Care should be taken to ensure that the flashing does not bridge where there is a change of direction.
- D. The top of the installed flashing shall be fastened under metal counterflashing, coping cap, or through metal reglet. The maximum distance between fasteners for TPA flashings shall be 8" through flat bar or through metal reglet.
- E. The metal reglet shall be caulked with polysulfide or polyurethane sealant. The sealant which is applied to the top of the metal reglet, will require periodic maintenance to check and renew the seal.

3.07 Roof Penetrations

- A. All penetrations (pipes, supports, soil stacks, curbs, etc.) Passing through the roofing membrane shall be flashed in accordance with Tremco details.
- B. The flashing seal shall be made directly to the penetration passing through the roof system unless the surface temperature of the penetration exceeds 140 F; surfaces with temperatures that exceed 140 F must have the flashing insulated from the heat source. Contact Tremco for assistance.
- C. Existing flashing shall be removed before new flashings are installed during retrofit projects.
- D. Use premolded corners to complete flashings of curbs, parapets, pitch pockets and other vertical surfaces.
- E. Use Tremco premolded boots to flash circular penetrations 1" to 8" diameter; boots must be pulled over the top of the penetration, do not split the boot.
- F. All others shall be field fabricated using TPA membrane or TPA coated metal.
- G. Pipe Clusters and Unusual Shapes:
 - 1. Clusters of pipes and other penetrations which cannot be sealed with TPA membrane or prefabricated flashings shall be sealed by surrounding them with sealant within a pitch pocket.
 - 2. Pitch pockets shall be fabricated from coated metal, installed and flashed into the membrane, filled with non-shrink grout to within 2" of the top of the flashing, and topped with vertical grade sealant, sloped to shed water as shown in the detail drawings. Allow grout to dry before applying sealant.
 - 3. Only use pre-molded flashings or field fabricated flashings using membrane or coated metal are acceptable.
- H. Roof Drains:
 - 1. Use only drains with a positive clamping ring. Sleeve type drain inserts are only acceptable with prior approval from Tremco.
 - 2. Existing flashing and bituminous materials shall be removed from the drain components in preparation for sealant and membrane.
 - 3. A smooth, clean finish shall be provided on the mating surfaces between the

clamping ring and the drain base.

4. Insulation shall be tapered around the drain to provide positive drainage, prevent the membrane from bridging, and provide a smooth transition from the roof surface to the drain clamping ring.
5. The seal between the membrane and the drain base shall be provided by polyurethane sealant under constant, even compression from the drain clamping ring.

3.08 Walkways

- A. Install walkpads to match layout of original roof system.

3.09 Water Cut-Offs

- A. Measures shall be taken to ensure that water does not flow beneath the completed sections of the new TPA roofing system. Water cut-offs shall be provided on a daily basis and at the onset of inclement weather. Water cut-offs shall be removed prior to the resumption of work. The integrity of the water cut-off is the sole responsibility of the roofing contractor. Any membrane contaminated by cut-off materials shall be removed before installation of the system continues.

3.10 Membrane Repair

- A. Correction of damage to the membrane may be accomplished by hot-air welding a membrane section over the affected area.
- B. If the defect is not smooth, cut out and remove enough material to provide an even surface. If any mechanical fasteners are encountered, the repair should include provisions to fasten the repair materials.
- C. Repair materials shall overlap the field sheet a minimum of 3" to provide adequate room for a proper weld. Hand welds shall be a minimum of 2"; machine welds shall be a minimum of 1 ½".
- D. Cut all corners of repair materials round.

3.11 Cleaning

- A. Keep premises free from accumulation of waste and debris. At the completion of the work and as necessary during the progress of the work, remove from the premises surplus materials, waste, and debris.

- B. Upon completion, thoroughly clean surfaces in a manner that will not affect the finish appearance or weather tightness.

END OF SECTION

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

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

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

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

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

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

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

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

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

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

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

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

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

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

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

SECTION 1.

Section 9204 is added to the Public Contract Code, to read:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

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

(c) For purposes of this section:

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

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

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

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

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

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

(B) “Public entity” shall not include the following:

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

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

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

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

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot

agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

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

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

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

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

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

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

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

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

SECTION 2.

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

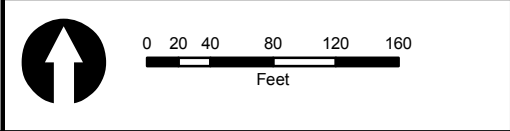
SECTION 3.

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

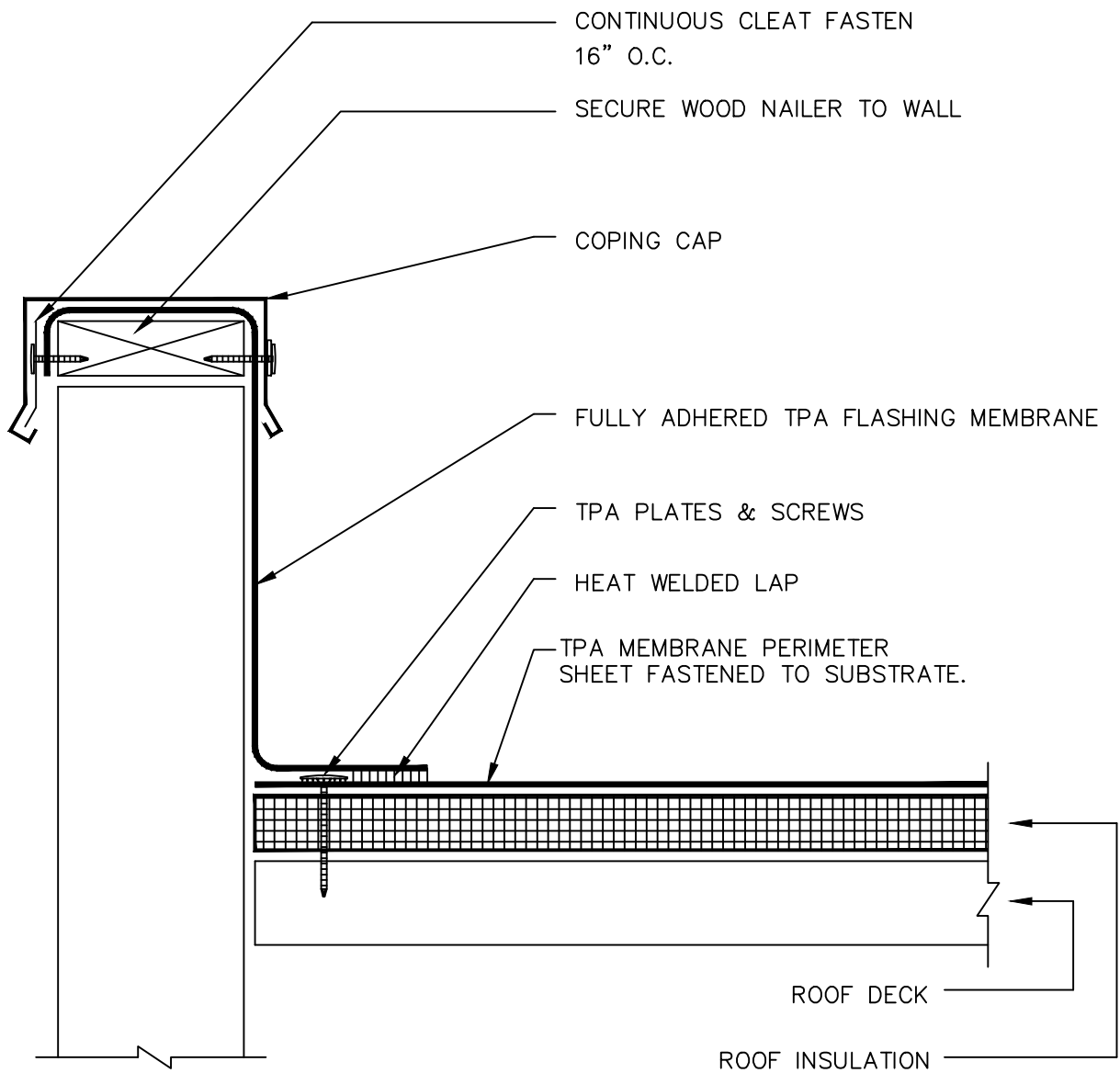


**North Roseville Grit
Handling/Screening Building**

**Influent East Roseville
Bar Screen Building**



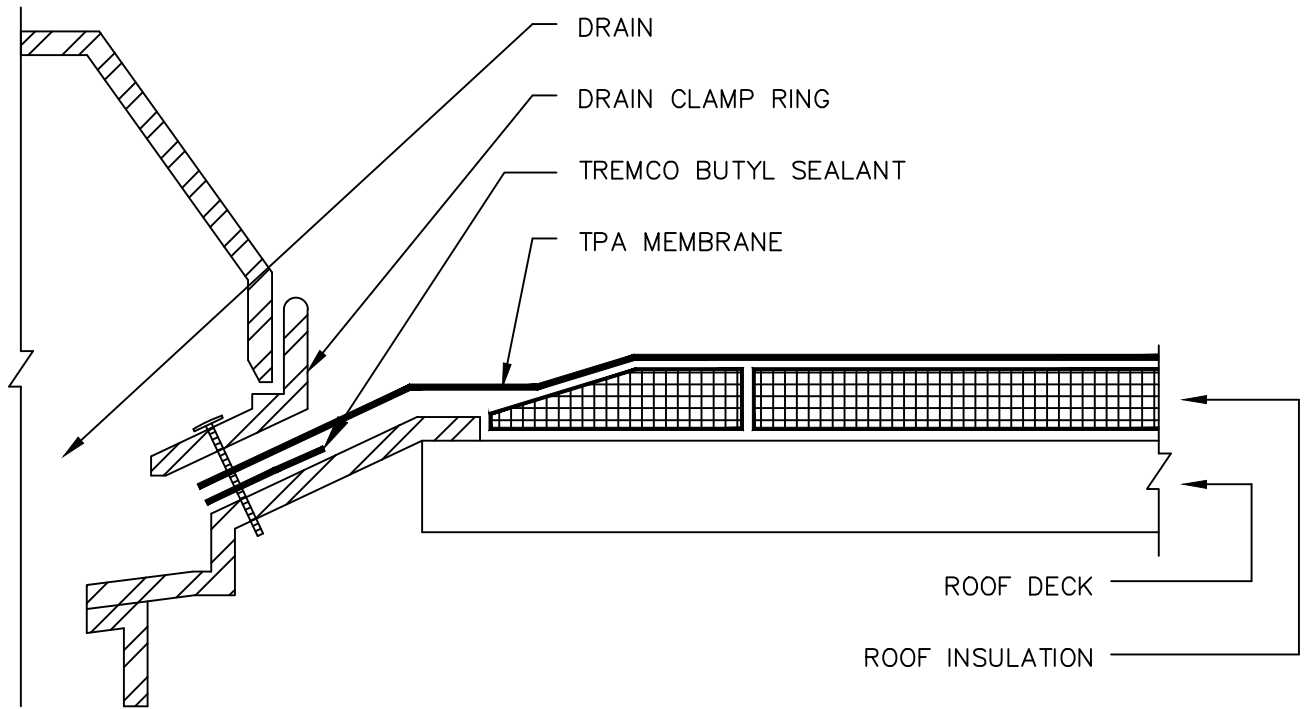
CONSTRUCTION DETAILS



SHEET TITLE:
PARAPET WALL
FLASHING DETAIL

SCALE: NTS

DRAWING No.:
TPA - 11



NOTES:

1. A FIELD WELD MUST NOT PASS UNDER THE CLAMPING RING
2. MEMBRANE MUST EXTEND MINIMUM 1" BEYOND THE BOLT HOLES
3. THE CLAMPING RING BOLT MUST PENETRATE THE MEMBRANE

TREMCO®

SHEET TITLE:

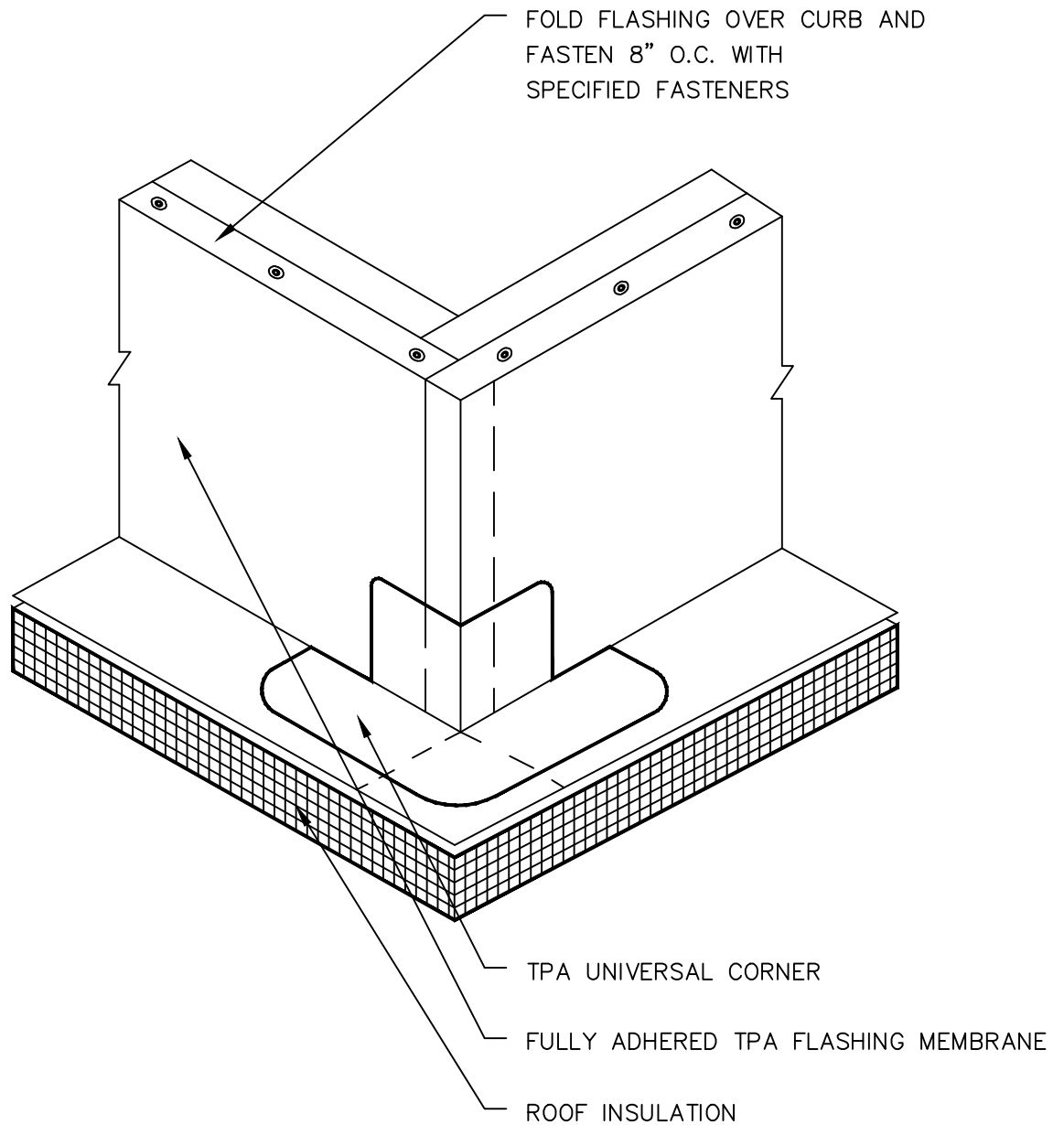
DRAIN DETAIL

SCALE:

NTS

DRAWING No.:

TPA-17



NOTE:

1. THIS DETAIL IS USED WHEN A COUNTERFLASHING IS PART OF THE CURB MOUNTED EQUIPMENT.

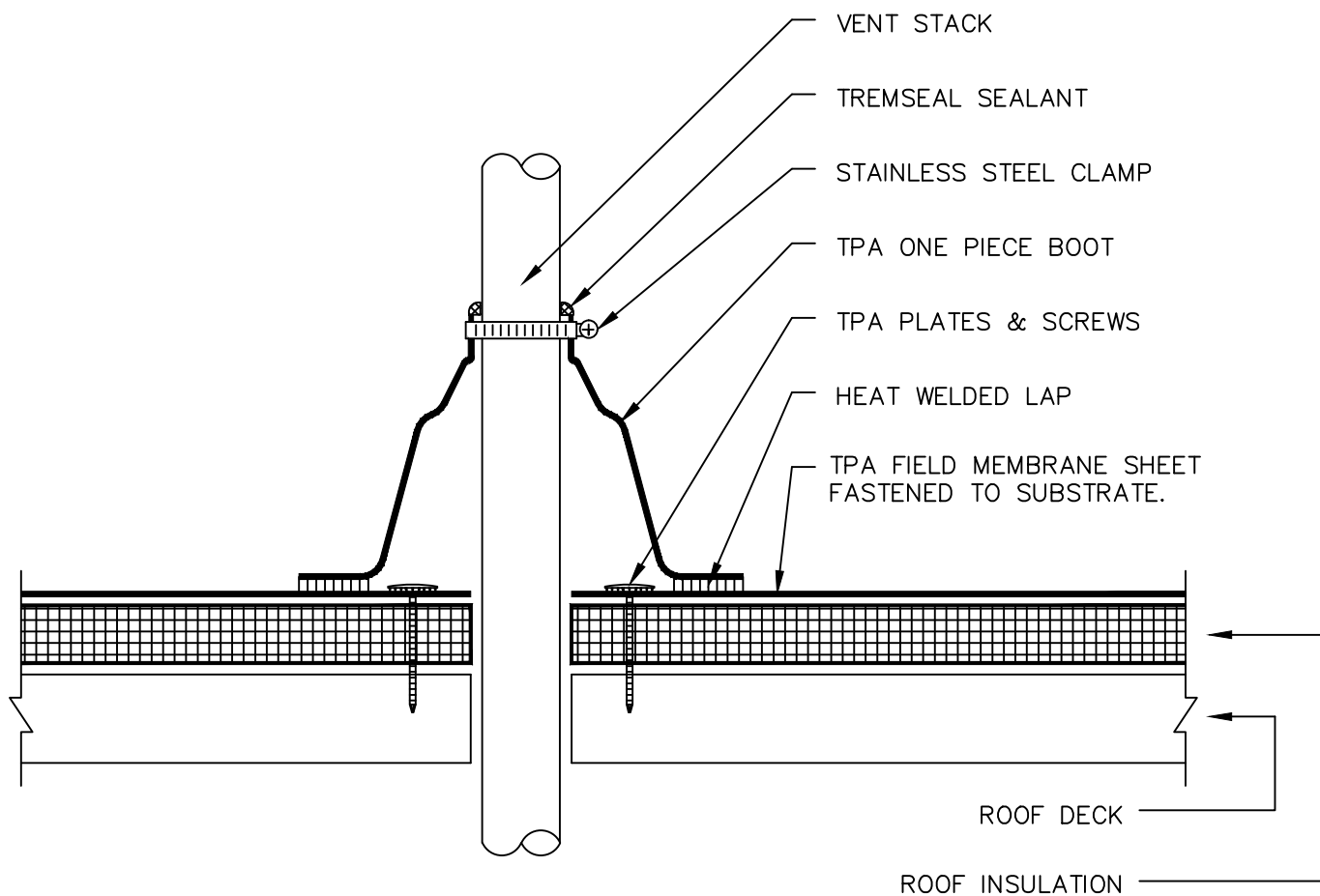
TREMCO®

SHEET TITLE:

CURB FLASHING

SCALE: NTS

DRAWING No.:
TPA-20



NOTES:

1. DO NOT CUT PREFABRICATED BOOT. IT MUST BE PULLED OVER VENT PIPE.
2. PREFABRICATED BOOTS ARE AVAILABLE IN SMALL (1" TO 4" DIAMETER), AND LARGE SIZES (4" TO 8" DIAMETER)

TREMCO®

SHEET TITLE:

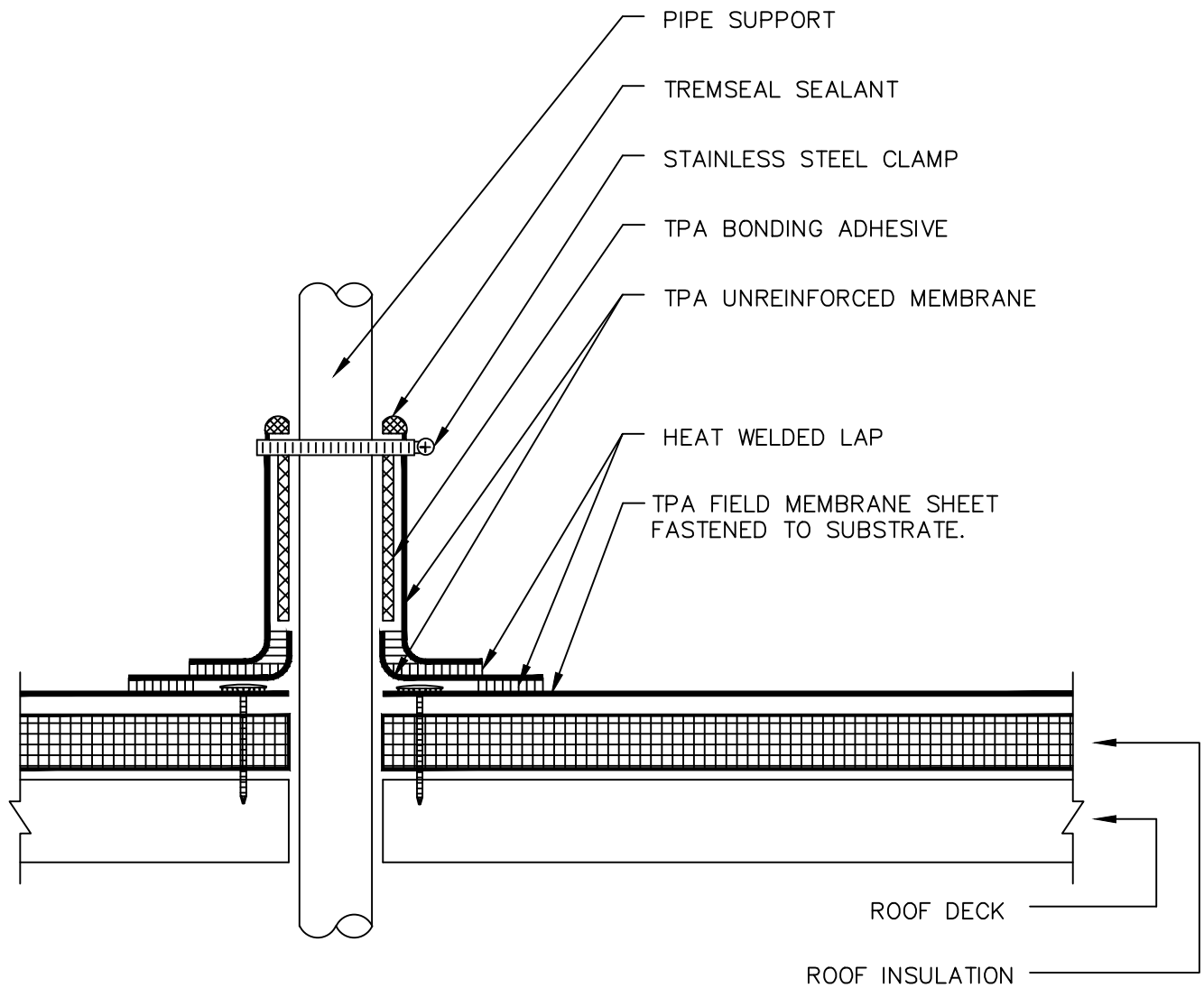
PREFABRICATED
VENT PIPE FLASHING

SCALE:

NTS

DRAWING No.:

TPA-26



TREMCO®

SHEET TITLE:

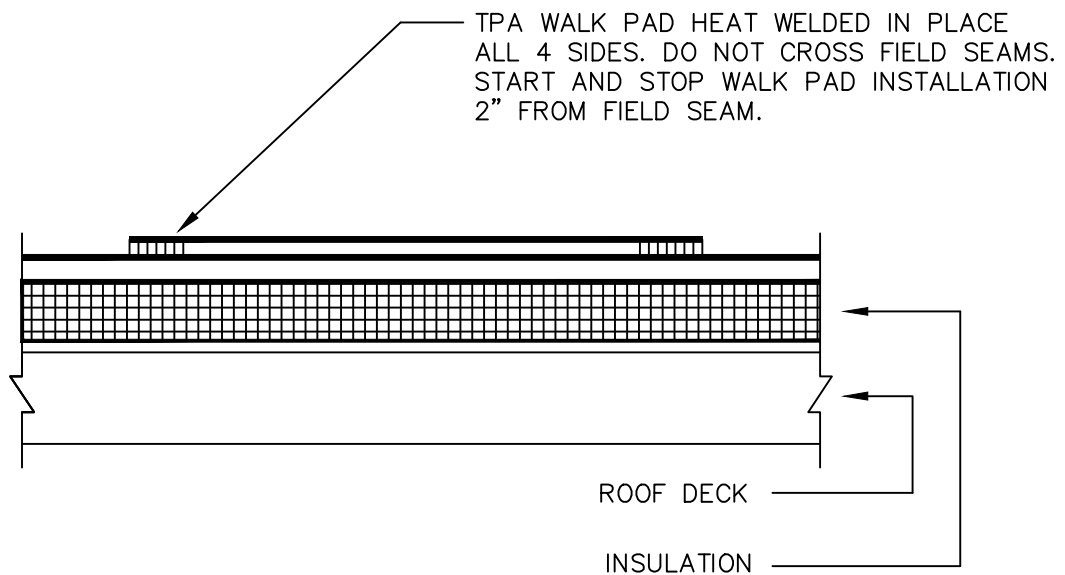
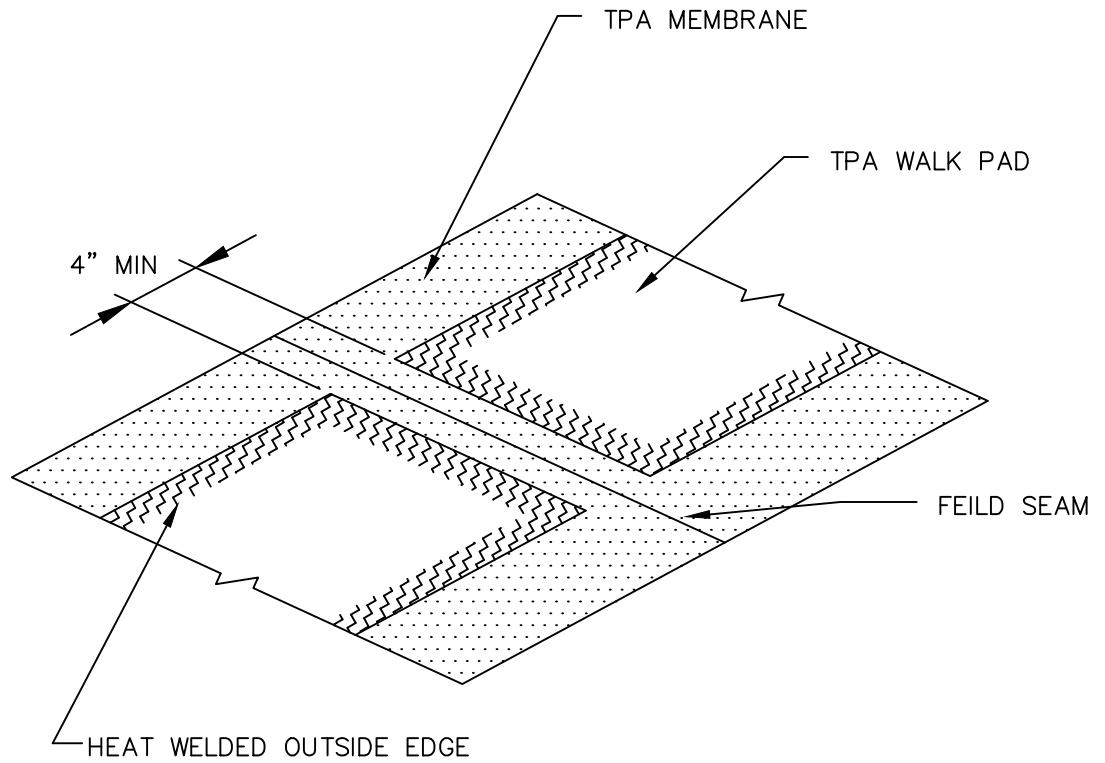
TWO-PIECE
PIPE FLASHING

SCALE:

NTS

DRAWING No.:

TPA-27



TREMCO®

SHEET TITLE:

WALK-PAD
INSTALLATION

SCALE:

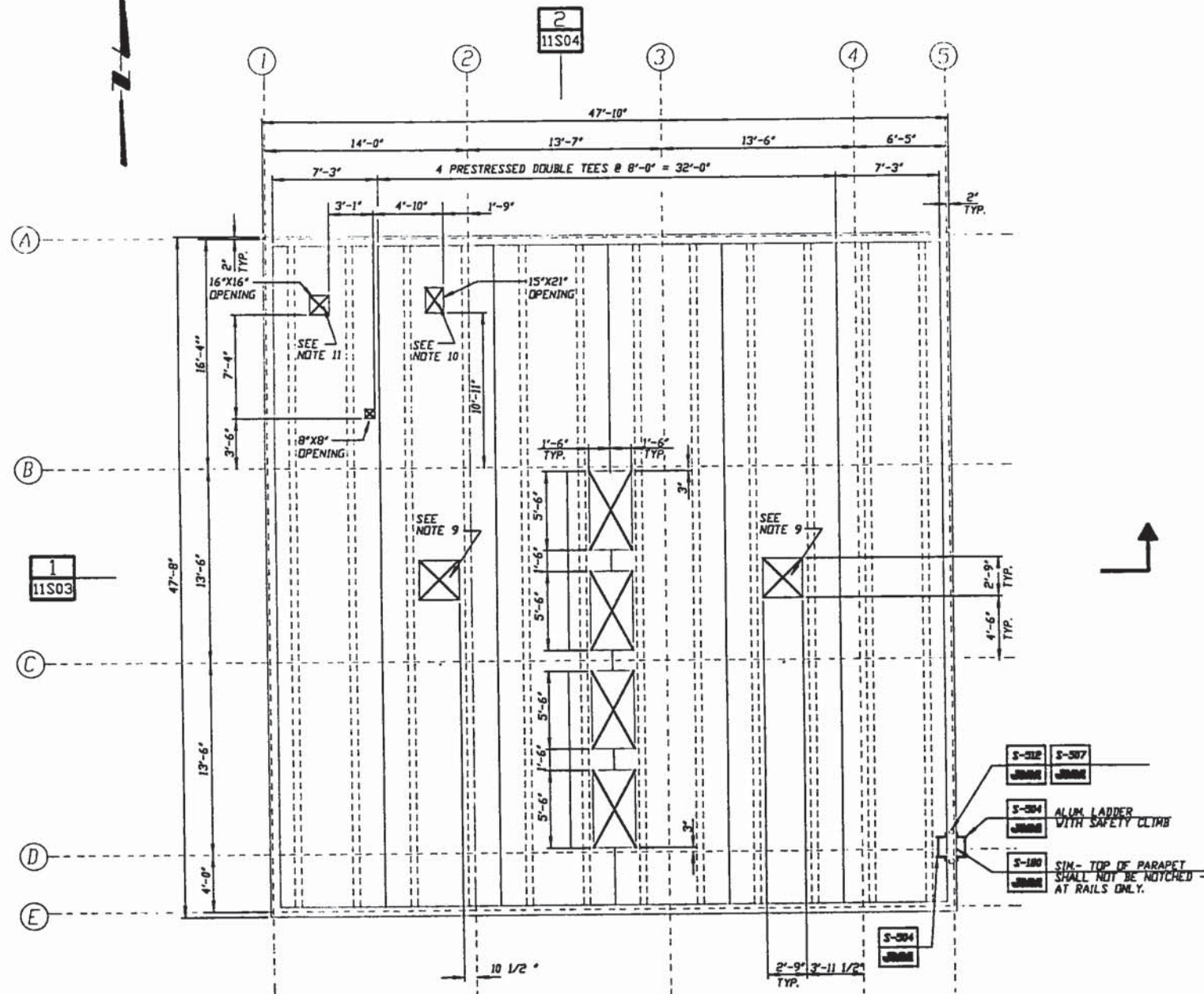
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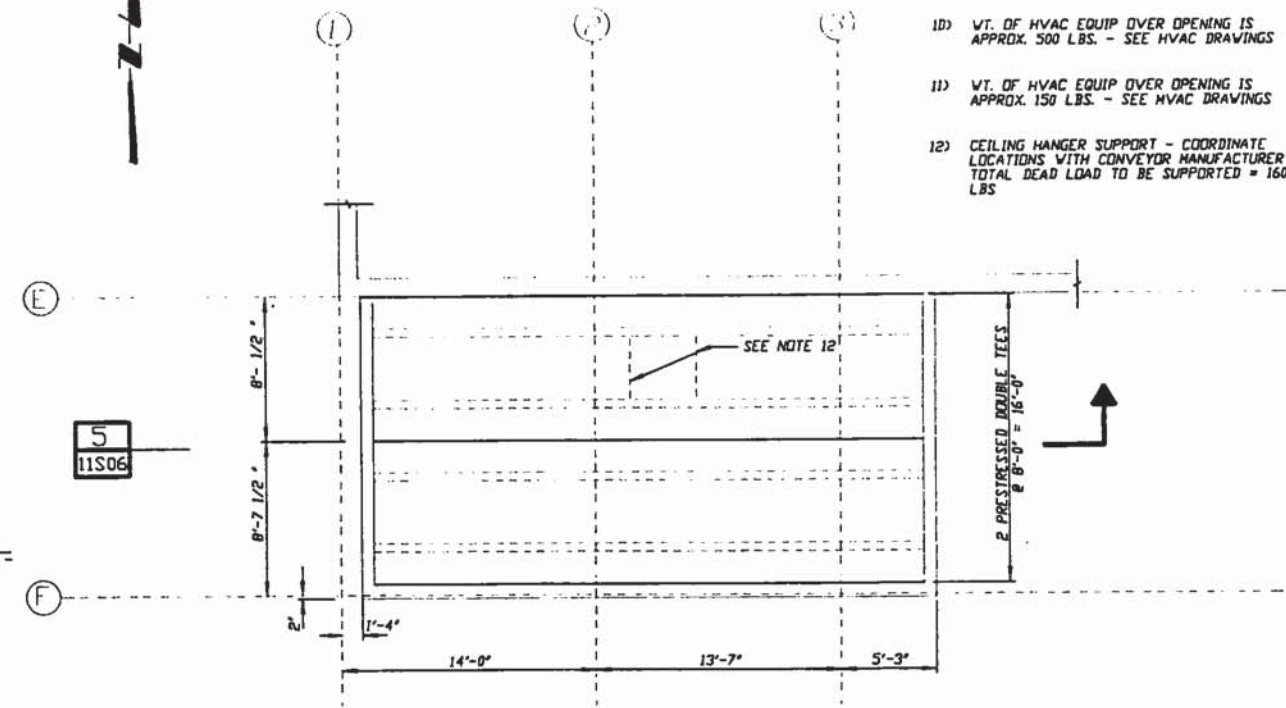
TPA-29

ORIGINAL BUILDING ROOF PLANS

- NOTES:
- 1) THE PRESTRESSED DOUBLE TEES SHALL BE 24" DEEP AND THE CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH = 5000 PSI.
 - 2) THE DOUBLE TEE MANUFACTURER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE DOUBLE TEES AND ALL CONNECTIONS. THE DOUBLE TEES SHALL BE DESIGNED FOR THE FOLLOWING LOADS:
 - A) DEAD LOADS: SELF WEIGHT; ROOFING MATERIAL; MISC. EQUIPMENT
 - B) WIND LOAD: AS PER THE 1988 UBC WITH I=1.15 EXPOSURE C BASIC WIND SPEED = 80MPH
 - C) SEISMIC LOAD: AS PER THE 1988 UBC WITH I=1.25 ZONE 3
 - D) LIVE LOAD: 20 PSF
 - 3) NO CONNECTIONS SHALL BE MADE TO THE DOUBLE TEES BEFORE THE CONCRETE HAS CURED 28 DAYS.
 - 4) WITH FULL DEAD LOAD AND LIVE LOAD APPLIED, NO PART OF THE DOUBLE TEE SHALL BE IN TENSION.
 - 5) CONNECTION OF DOUBLE TEE TO DOUBLE TEE SHALL HAVE A MINIMUM CAPACITY OF 1 K/FT PARALLEL TO THE BEAMS. BE IN TENSION.
 - 6) CONNECTION OF DOUBLE TEES TO THE PARAPET SHALL HAVE A MINIMUM CAPACITY OF 1.5 K/FT PARALLEL TO THE WALLS AND 1.0 K/FT PERPENDICULAR TO THE WALL. BE IN TENSION.
 - 7) CONNECTION OF DOUBLE TEE TO DOUBLE TEE, AT THE CENTERLINE OF THE SKYLIGHTS ONLY, SHALL HAVE A MINIMUM CAPACITY OF 0.25 K/FT PARALLEL TO THE BEAMS.
 - 8) COORDINATE SIZE AND LOCATION OF OPENINGS WITH HVAC DRAWINGS.
 - 9) WT. OF HVAC EQUIP OVER OPENING IS APPROX. 580 LBS. - SEE HVAC DRAWINGS
 - 10) WT. OF HVAC EQUIP OVER OPENING IS APPROX. 500 LBS. - SEE HVAC DRAWINGS
 - 11) WT. OF HVAC EQUIP OVER OPENING IS APPROX. 150 LBS. - SEE HVAC DRAWINGS
 - 12) CEILING HANGER SUPPORT - COORDINATE LOCATIONS WITH CONVEYOR MANUFACTURER. TOTAL DEAD LOAD TO BE SUPPORTED = 1600 LBS.



ROOF PLAN @ EL= 144.00



ROOF PLAN @ EL= 131.00

RECORD DRAWING
These record drawings have been prepared based on information provided by others. The Engineer has not verified the accuracy of such information and shall not be responsible for any errors or omissions which may be incorporated herein as a result. SEE ORIGINAL CONTRACT DRAWING FOR SEAL AND SIGNATURES.

JOB No. FILE No.

REV	DATE	BY	DESCRIPTION

SCALE:
3/16" = 1'-0"

WARNING
1/2 1
IF THIS BAR DOES NOT MEASURE 1' THEN DRAWING IS NOT TO SCALE.

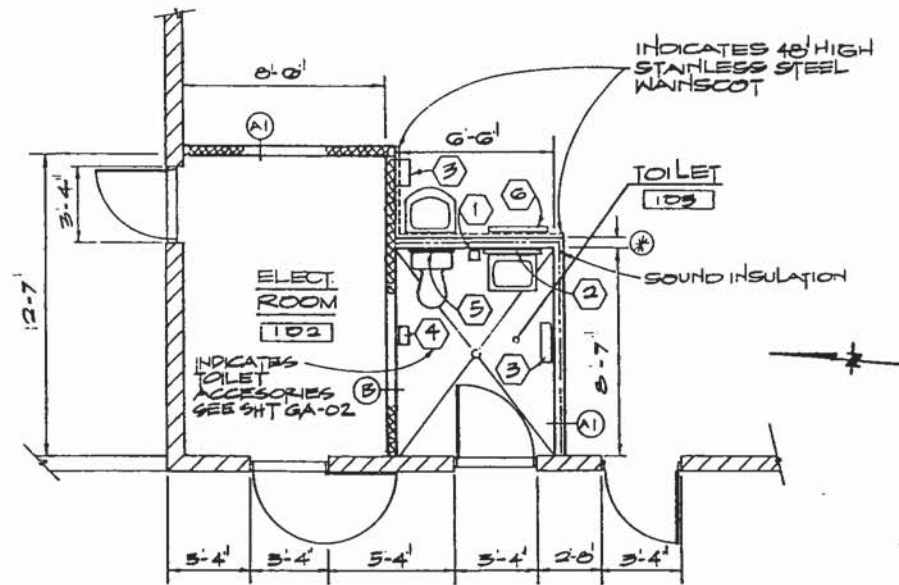
DESIGNED: KEVIN H. MONROE
DRAWN: KEVIN H. MONROE
CHECKED: H. H. SHAH

SUBMITTED
PROJECT ENGINEER
JAMES M. MONTGOMERY
CONSULTING ENGINEERS, INC.
R. C. E. NO. DATE

James M. Montgomery
Consulting Engineers, Inc.
Walnut Creek, California

CITY OF ROSEVILLE
WASTEWATER TREATMENT PLANT EXPANSION
SCREENINGS FACILITY
ROOF PLAN

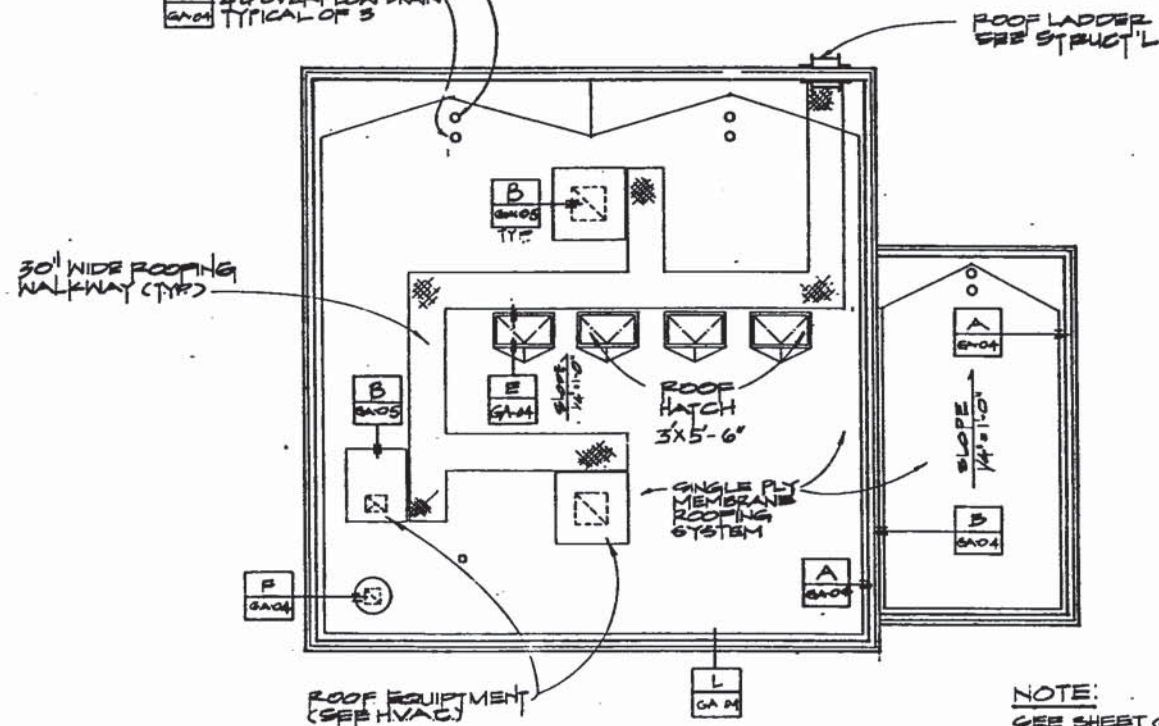
SHEET
11-S-02
OF SHEETS



PARTIAL FLOOR PLAN
SCALE 1/4" = 1'-0"

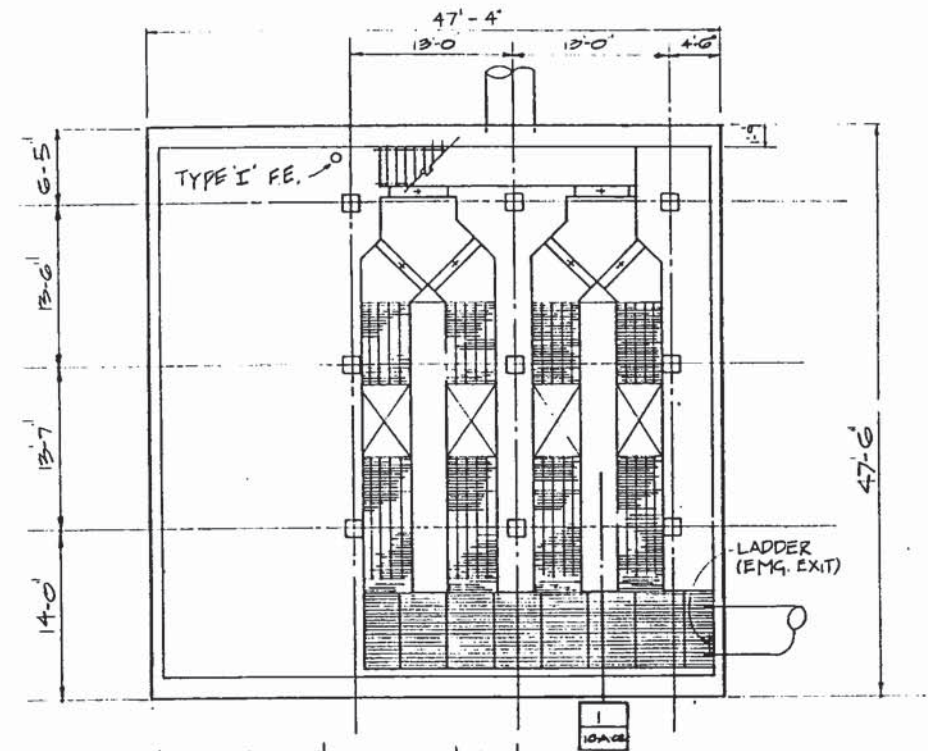
⊕ PLUMBING CAVITY.
STAGGER STUDS
AS REQUIRED.

- G 4" ROOF DRAIN
GA-04
TYPICAL OF 3
- G 4" OVERFLOW DRAIN
GA-04
TYPICAL OF 3

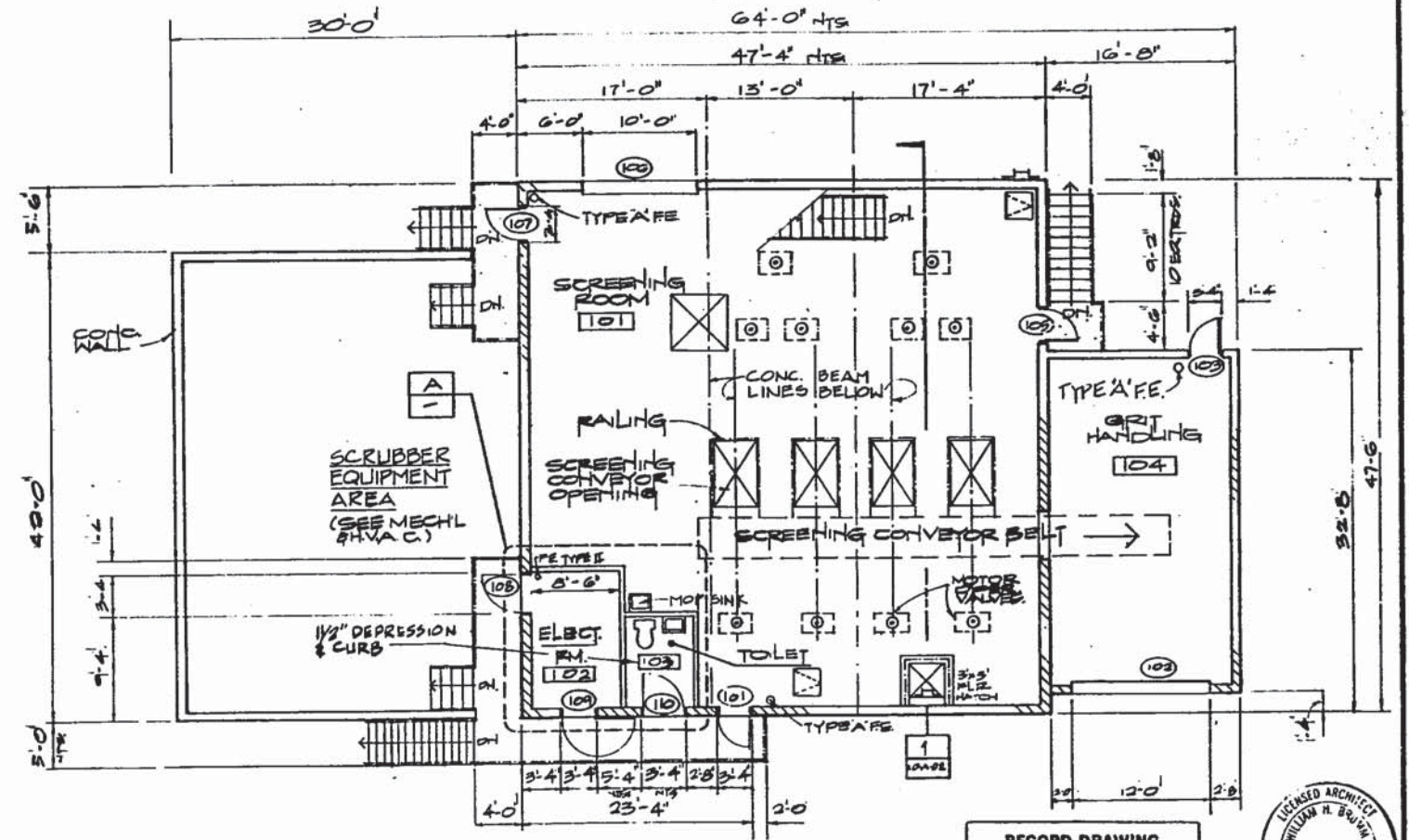


ROOF PLAN
SCALE 1/8" = 1'-0"

NOTE:
SEE SHEET GA-02
FOR GENERAL NOTES
INTERIOR FINISHES AND
WALL LEGEND.



LOWER FLOOR PLAN
SCALE 1/8" = 1'-0"



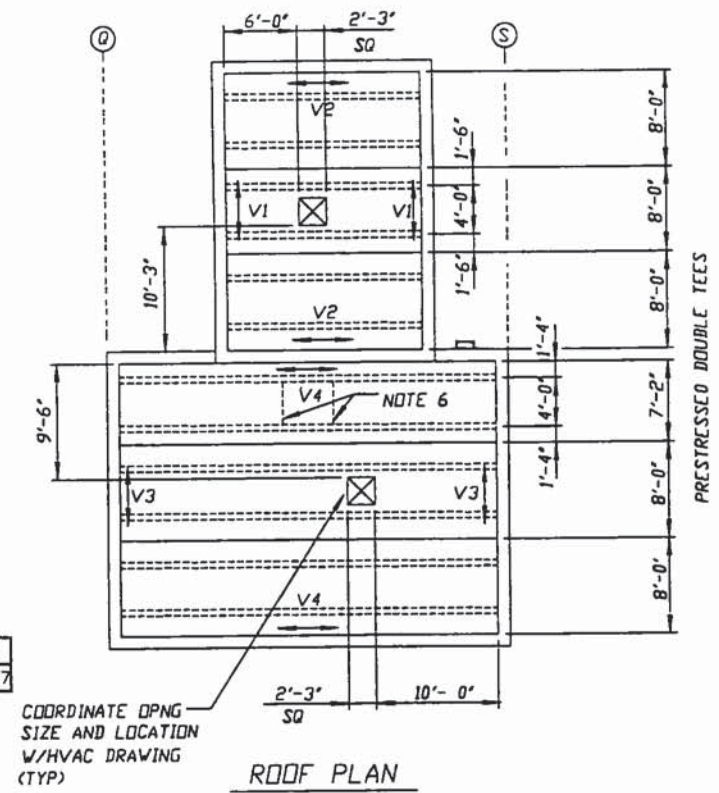
UPPER FLOOR PLAN
SCALE 1/8" = 1'-0"

RECORD DRAWING
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ble for any errors or omissions which
may be incorporated herein as a result.



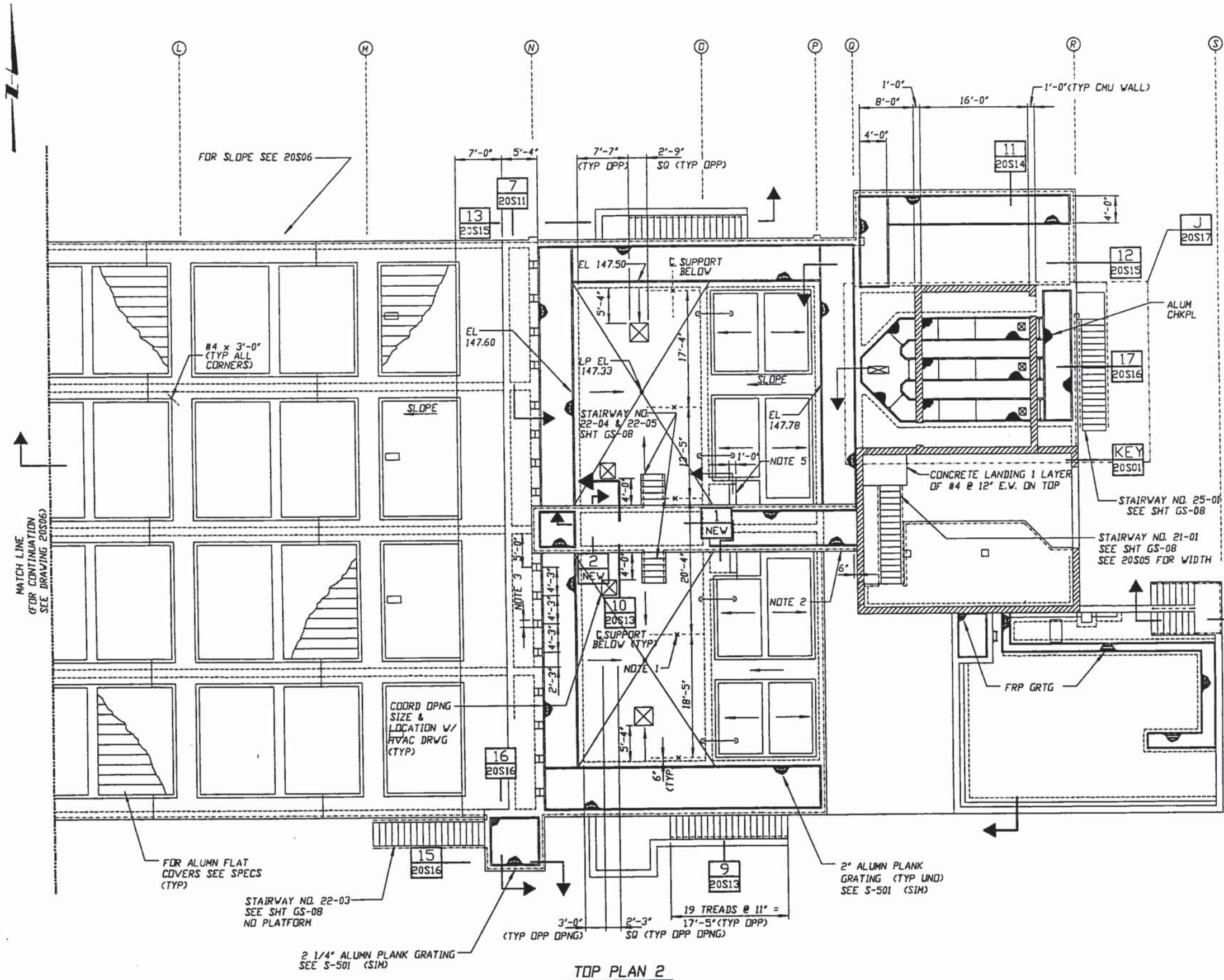
				SCALE: AS NOTED				DESIGNED <u>A. ELHADADY</u>		SUBMITTED <u>Final</u> <u>3093</u> <u>1-3-91</u>		James M. Montgomery Consulting Engineers, Inc.		APPROVED _____ DATE _____		CITY OF RIVERSIDE		SHEET	
								DRAWN <u>J. J. J. J.</u>		PROJECT ENGINEER <u>J. J. J. J.</u>		Consulting Engineers, Inc.		DATE _____		WASTEWATER TREATMENT PLANT EXPANSION		11-A-01	
								CHECKED <u>J. J. J. J.</u>		RECOMMENDED <u>P. L. M. M.</u> <u>26613</u> <u>1-3-91</u>		Consulting Engineers, Inc.		APPROVED _____ DATE _____		SCREENINGS FACILITY		OF SHEETS	
REV DATE BY DESCRIPTION										DATE _____		Walnut Creek, California		DATE _____		FLOOR AND ROOF PLANS			

1. SUPPORT FOR CRANE RAIL BELOW SEE DETAIL D/20S12 (TYP 5 PLCS)
2. 49" X 49" OPENING BELOW. BOTTOM EL @ 146.17 - SEE HVAC DRWS. COORD OPNG SIZE W/MFRS SHOP DRAWINGS.
3. COORD OPNG SIZE W/MECH DRWS & STOP GATE MFR TO PROVIDE PROVIDE 1'-0" CLEAR OPENING.
4. SHEARS @ ROOF
V1 = .8 KLF V2 = .8 KLF
V3 = .8 KLF V4 = .8 KLF
5. CENTER OPNG ON STOP GATE BELOW TO ALLOW FOR STOP GATE REMOVAL. COVER OPNG W/ALUM CHKD PL (TYP)



- NOTES CONT
6. CEILING HANGERS SUPPORT, COORDINATE LOCATIONS W/CONVEYOR MANUFACTURER TOTAL DEAD LOAD TO BE SUPPORTED = 1600 LBS

RECORD DRAWING
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JOB No. 2066.0105 FILE No.

REV	DATE	BY	DESCRIPTION

SCALE: 1/8" = 1'-0"

WARNING: IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.

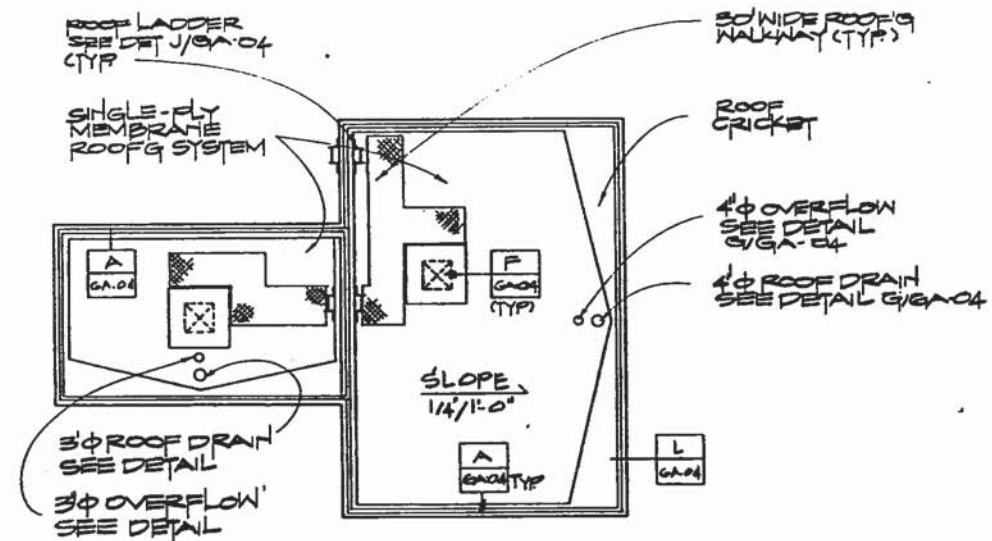
DESIGNED W. HAGENBURGER
DRAWN W. HAGENBURGER
CHECKED C. LINDOW / M. FORDHAM

SUBMITTED
PROJECT ENGINEER
JAMES M. MONTGOMERY CONSULTING ENGINEERS, INC.

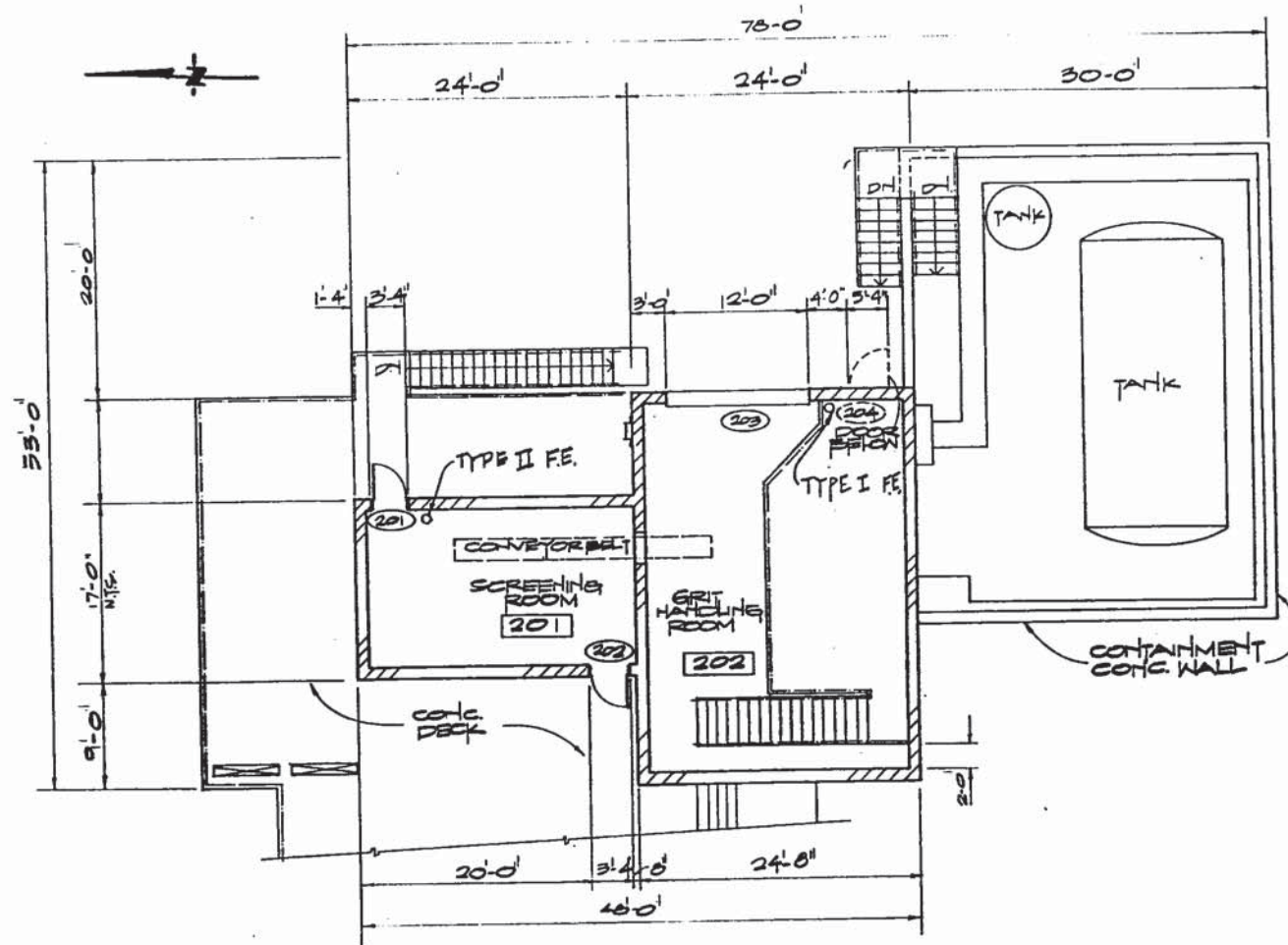
JMM James M. Montgomery
Consulting Engineers, Inc.
Walnut Creek, California

CITY OF ROSEVILLE
WASTEWATER TREATMENT PLANT EXPANSION
GRIT/SEDIMENTATION BASINS
TOP PLAN 2

SHEET
20-S-07
OF 4 SHEETS



ROOF PLAN
SCALE 1/8" = 1'-0"




FLOOR PLAN
SCALE 1/8" = 1'-0"

NOTE:
SEE SHEET GA-02
FOR GENERAL NOTES,
INTERIOR FINISHES AND
WALL LEGEND

RECORD DRAWING
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			SCALE:	<div>WARNING</div> <div><div>01/21</div></div> <div>IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE.</div>	DESIGNED <u>A. ELHADAD</u>	SUBMITTED <u>James E. Kneel</u> 30393 1-3-91 PROJECT ENGINEER R.C.L. NO. DATE	<div>JMM</div> <div>James M. Montgomery Consulting Engineers, Inc.</div> <div></div> <div>Walnut Creek, California</div>	APPROVED _____ DATE _____	CITY OF ROSEVILLE	SHEET
					DRAWN <u>J. CHOLEY</u>	RECOMMENDED <u>James M. Montgomery</u> 26613 1-3-91 CONSULTING ENGINEERS, INC. R.C.L. NO. DATE		APPROVED _____ DATE _____	WASTEWATER TREATMENT PLANT EXPANSION	20-A-01
REV	DATE	BY	RECORD DRAWING DESCRIPTION		CHECKED <u>[Signature]</u>				SCREENING / GRIT HANDLING FACILITY :	OF SHEETS
									FLOOR AND ROOF PLANS	



COUNCIL COMMUNICATION

CC #: 8597
File #: 0800-02

Title: Well Destruction Project - Approval of Plans and Specifications and Authorization to Call for Bids
Contact: Jose Lopez 916-774-5688 jlopez@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 6.3.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council approve the Well Destruction Project plans and specifications and authorize approval to advertise for construction bids.

BACKGROUND

Wells 1 (circa 1940's), 2 (circa 1940's), and 3 (circa 1970's) are the oldest wells in the City's well system. Well 1 is located on Atlantic Street, Well 2 is located on Church Street, and Well 3 is located on Pacific Street. The wells served the City as a back-up water source since the construction of the water treatment plant in the early 1970's.

During routine water quality monitoring, tetrachloroethane (PCE) was detected in the groundwater at both Well #2 and #3. The first detection of PCE was at Well #3 in 1985 and at Well #2 in 1989. The City elected not to use the wells since the first detections of PCE, but retained the wells with the anticipation that the contamination would be remediated. The source of the PCE is likely from two nearby former dry cleaners located to the east and south of Wells #2 and #3.

Due to the presence of PCE, inefficiency and age of the wells, and ongoing regulatory oversight, Environmental Utilities staff decided that the most cost effective plan was to abandon and remove the three wells in their entirety.

GEI Consultants prepared the plans and specifications for the Well Destruction Project to solicit bids from contractors. A competitive bid process will be utilized to select a contractor for this project. The estimated project duration is 4 months. The estimated cost of the well destructions is \$312,000.00.

FISCAL IMPACT

This project is estimated to cost \$312,000.00. Funding is provided by the Water Rehabilitation

Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

According to the SRRI Stimulus Calculation Tool, the project could generate a short-term economic benefit of 1.5 jobs and an additional \$99,000.00 of output through indirect and induced activities.

ENVIRONMENTAL REVIEW

The proposed project involves closure of three existing municipal wells and removal of associated “top side” improvements. The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The Well Destruction Project does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Jose Lopez, Senior Engineer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

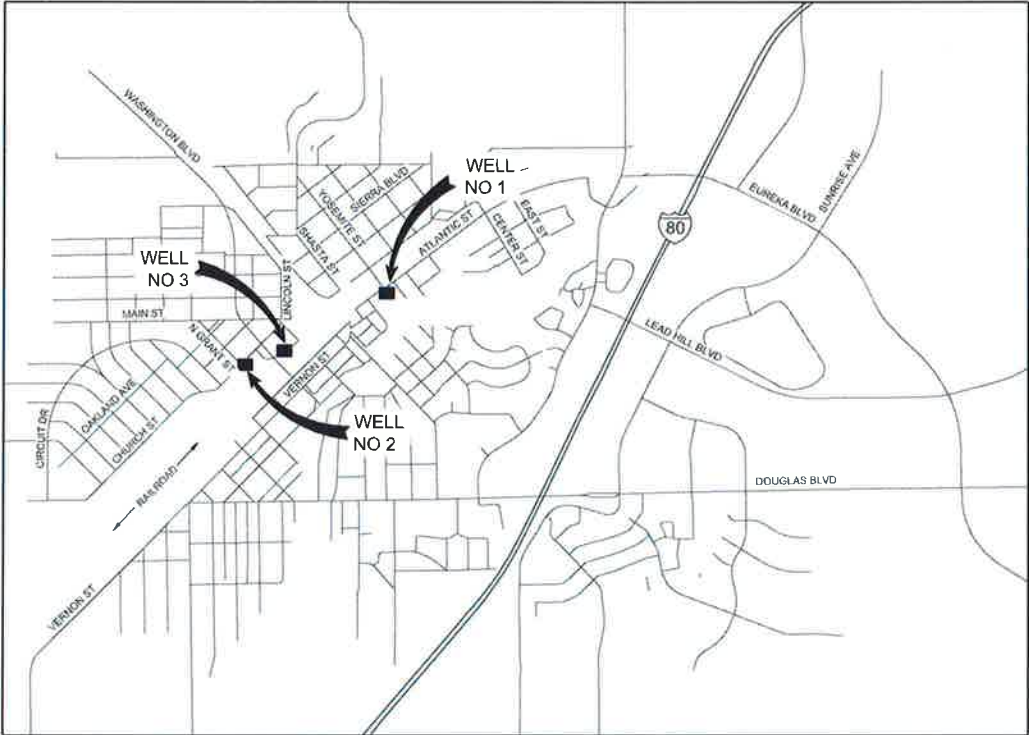
ATTACHMENTS:

Description

Plan Set for Well Destruction Project

Specifications for Well Destruction Project

CITY OF ROSEVILLE
ENVIRONMENTAL UTILITIES DEPARTMENT
CONTRACT DRAWINGS (Volume II of II) for
WELL DESTRUCTION PROJECT



VICINITY MAP



CITY PROJECT NO. 08430-5101


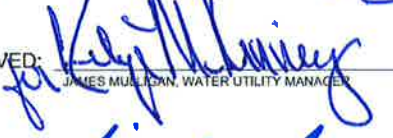

DRAWING INDEX

SHEET NO	DWG NO	DISCIPLINE	DRAWING TITLE
1	G-01	GENERAL	DRAWING INDEX, VICINITY MAP, AND UTILITY CONTACTS
2	G-02	GENERAL	GENERAL NOTES, SYMBOLS, AND ABBREVIATIONS
3	C-01	CIVIL	WELL NO. 1 EXISTING, DEMOLITION AND IMPROVEMENT PLANS
4	C-02	CIVIL	WELL NO. 2 EXISTING, DEMOLITION AND IMPROVEMENT PLANS
5	C-03	CIVIL	WELL NO. 3 EXISTING, DEMOLITION AND IMPROVEMENT PLANS
6	GC-01	CIVIL	CIVIL DETAILS
7	RS-01	REFERENCE	REFERENCE STANDARDS

UTILITY CONTACTS

UTILITY	AGENCY	CONTACT NAME	PHONE
U.S.A	UNDERGROUND SERVICE ALERT	-	811/1-800-227-2600
TELEPHONE	CONSOLIDATED COMMUNICATIONS	GREG ALBRIGHT	(916) 786-1881
GAS	PACIFIC GAS & ELECTRIC	SUSAN SMITH	(530) 889-3261
PETROLEUM	KINDER MORGAN GAS	MIKE BARNUM	(714) 560-1400
ELECTRIC	ROSEVILLE ELECTRIC	RICK CORRAL	(916) 774-5616
FIRE	ROSEVILLE FIRE DEPT.	PATRICK CHEW	(916) 774-5823
WATER	CITY OF ROSEVILLE	JIM MULLIGAN	(916) 774-5750
SEWER	CITY OF ROSEVILLE	KEN GLATZBACH	(916) 774-5750
STORM DRAIN	CITY OF ROSEVILLE	DEVELOPMENT SERVICES	(916) 774-5339
CABLE	COMCAST	ANDREW KOTZ	1-800-722-3206

APPROVALS

RECOMMENDED:	
	JOSE C. LOPEZ, SENIOR ENGINEER
APPROVED:	
	JAMES MULLIGAN, WATER UTILITY MANAGER
ACCEPTED:	
	RICHARD PLECKER, EUD DIRECTOR



Attention:				
	3	06/13/2017	BID DRAWINGS	RS
	2	05/03/2017	2ND REVISED 100% DRAWINGS	MH
	1	04/25/2017	100% DRAWINGS REVISED	MH
NO.	DATE	ISSUE/REVISION	APP	

Designed:	M. HARGROVE
Checked:	R. SANCHEZ
Drawn:	K. CHUNG/E. CERNA ALVAREZ
Submitted By:	M. HARGROVE
Submittal Date:	06/13/2017



CITY OF ROSEVILLE
ENVIRONMENTAL
UTILITIES DEPARTMENT
2005 HILLTOP CIRCLE
ROSEVILLE, CA 95747
(916) 774-5688

City of Roseville
Well Destruction Project

DRAWING INDEX, VICINITY MAP
AND UTILITY CONTACTS

DWG. NO.
G-01

REV
3

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL CONFORM TO THESE DRAWNGS, THE SPECIFICATIONS, AND THE CITY OF ROSEVILLE STANDARDS, CONSTRUCTION STANDARDS DATED JANUARY 2016, AND DESIGN AND CONSTRUCTION DETAILS (CITY STANDARDS).
2. THE CITY OF ROSEVILLE IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL SYSTEM. THE CONTRACTORS SHALL NOTIFY THE U.S.A. CENTER TWO (2) WORKING DAYS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING 811.
3. THE CONTRACTOR SHALL MARK IN WHITE PAINT ALL AREAS TO BE EXCAVATED PRIOR TO CONTACTING U.S.A. ANY AREAS NOT MARKED WILL NOT BE SUBJECT TO U.S.A., AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM EXCAVATION.
4. THE CONTRACTOR SHALL EXPOSE AND VERIFY TYPE, SIZE, LOCATIONS, AND DEPTHS OF EXISTING UNDERGROUND UTILITIES PRIOR TO WELL DESTRUCTION, DEMOLITION OF EXISTING FACILITIES, AND CONSTRUCTION OF THE NEW IMPROVEMENTS CONNECTING TO OR IN THE VICINITY OF THE SAME.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS ON THE JOB SITE.
6. EXISTING ASPHALT CONCRETE SURFACE SHALL BE CUT TO A NEAT, STRAIGHT LINES AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RECOMPACTED, AND RESEALED PRIOR TO PAVING.
7. ANY EXISTING CONCRETE SURFACE TO BE REMOVED SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE.
8. ALL CONCRETE TO BE USED IN CURBS, DRIVEWAYS AND SIDEWALKS SHALL BE 6 SACK (4,000 PSI AT 28 DAYS MIN) AS DEFINED IN THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION STANDARDS.
9. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN THAT SHALL BE APPROVED BY ENGINEERING DIVISION BEFORE START OF WORK IN RIGHT-OF-WAY AND SHALL BE IN ACCORDANCE WITH THE MOST RECENT VERSION OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION'S MUTCD WITH ALL APPLICABLE CALIFORNIA SUPPLEMENTS & AMENDMENTS. AT LEAST ONE LANE IN EACH DIRECTION SHALL REMAIN OPEN TO TRAFFIC UNLESS OTHERWISE SHOWN ON THE PLANS. TRAFFIC CONTROL HOURS ARE SUBJECT TO LIMITATION BY THE CITY,. TRAFFIC CONTROL WITH LANE CLOSURES THAT AFFECT TRAFFIC FLOW MAY REQUIRE NIGHT OR WEEKEND WORK. IF, AS A PART OF TRAFFIC CONTROL MEASURES, A ROADWAY CLOSURE HAS BEEN APPROVED, THE CONTRACTOR SHALL NOTIFY ENGINEERING DIVISION 72 HOURS IN ADVANCE OF SETTING UP THIS CLOSURE.
10. ALL UNDERGROUND UTILITIES WITHIN EXISTING OR PROPOSED CITY OF ROSEVILLE EASEMENTS SHALL REQUIRE A MINIMUM OF 90% COMPACTION ON THE TRENCH BACKFILL. COMPACTION OF BACKFILL BY JETTING IS NOT PERMITTED IN CITY OF ROSEVILLE RIGHT OF WAY AREAS OR WITHIN DEDICATED RECLAIMED WATER, STORM, SEWER OR WATER EASEMENTS AND MAINS.
11. THE CONTRACTOR ATTEND A PRE-CONSTRUCTION MEETING ONE-WEEK PRIOR TO STARTING WORK. MEMBERS OF THE CITY OF ROSEVILLE ENGINEERING DIVISION, ENVIRONMENTAL UTILITIES DEPARTMENT AND ALL OTHER UTILITY REPRESENTATIVES SHALL BE NOTIFIED BY THE CONTRACTOR AS TO THE DATE AND LOCATION OF THE MEETING.
12. PRIOR TO EXCAVATION OF TRENCHES 5 FEET OR DEEPER, THE CONTRACTOR SHALL SUBMIT TO THE DEVELOPMENT SERVICES DEPARTMENT OR ENVIRONMENTAL UTILITIES DEPARTMENT INSPECTOR A COPY OF THE COMPANY'S ANNUAL CALOSHA TRENCHING PERMIT AND A COPY OF THE COMPANY'S LETTER INFORMING CALOSHA OF THE TIME THE TRENCHING IS COMMENCING AND THE LOCATION OF THE WORK.
13. ALL PAINTED TRAFFIC STRIPES, ARROWS AND PAVEMENT MARKINGS SHALL BE INSTALLED PER SECTIONS 84 & 85 OF THE CITY OF ROSEVILLE CONSTRUCTION STANDARDS AND THE LATEST EDITION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND THE AMENDMENTS TO THE STANDARD SPECIFICATIONS.
14. THE CONTRACTOR SHALL TAKE EXTREME CARE TO PROTECT EXISTING SITE AND ADJACENT IMPROVEMENTS FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR MAKE REPLACEMENT OF ALL CRACKED AND OTHERWISE PRE-EXISTING DAMAGED PUBLIC IMPROVEMENTS ALONG THE FRONTAGE OF THE PROJECT SITE AND ANY DAMAGE RESULTING FROM CONSTRUCTION TO CURRENT CITY STANDARDS AND AT THEIR OWN EXPENSE. THE EXTENT OF THE REPAIRS SHALL BE DETERMINED BY THE DEVELOPMENT SERVICES INSPECTOR AND SHALL BE COMPLETED PRIOR TO THE CITY ACCEPTANCE OF THE IMPROVEMENTS.
15. WHEN SAWCUTTING WITHIN THE STREET FOR TRENCHING OR OTHER PURPOSES, CONTRACTOR SHALL GRIND 1-1/2" OF PAVEMENT BETWEEN THE LANE LINES (FROM LANE STRIPE TO LANE STRIPE) UPON COMPLETION OF THE SAWCUTTING AND OR TRENCHING WORK. WHERE THE SAWCUTTING OCCURS BETWEEN THE CURB AND GUTTER AND NEAREST LANE STRIPE (INCLUDING BIKE LANES), THE SAME 1-1/2" GRIND SHALL BE REQUIRED. CONTRACTOR TO PLACE A PETROMAT FABRIC OR APPROVED EQUAL BY THE CITY OF ROSEVILLE AND OVERLAY FROM LANE STRIPE TO LANE STRIPE, OR CURB TO LANE STRIPE AND RESTRIPE OR REPLACE ANY DELINEATORS REMOVED DURING THE GRIND.

SPECIAL PROJECT NOTES:

1. SEE TECHNICAL SPECIFICATIONS FOR WELL DESTRUCTION REQUIREMENTS.
2. THE LOCATION OF THE EXISTING UTILITIES ARE SHOWN IN THEIR APPROXIMATE LOCATION(S) BASED UPON INFORMATION AVAILABLE. THE ACTUAL LOCATION, SIZE, TYPE AND NUMBER OF UNDERGROUND UTILITIES MAY DIFFER FROM THAT SHOWN. UTILITIES OR UNDERGROUND FACILITIES MAY BE PRESENT THAT ARE NOT SHOWN AS WELL AS THEIR DEPTHS. SEE GENERAL CONDITIONS SECTIONS 3 AND 5 FOR CONTRACTOR'S RESPONSIBILITIES.
3. CONTRACTOR TO FIELD VERIFY (POTHOLE) ALL EXISTING UTILITIES PRIOR TO COMMENCING WITH ANY WORK OR EXCAVATION. ALL POTHOLING RECONSTRUCTION SHALL BE PER CITY STANDARD DETAIL TB-5 ON DRAWING RS-01. CONTRACTOR SHALL SUBMIT POTHOLING DATA REPORT 21 CALENDAR DAYS PRIOR TO ANY TRENCHING, EXCAVATION, OR ORDERING OF MATERIALS.
4. PRIOR TO EXCAVATION OF EXISTING WATER PIPE DESIGNATED FOR REMOVAL, CONTRACTOR SHALL EXCAVATE AND EXPOSE PIPE CAPPING LOCATION AND VERIFY LOCATION, DEPTH, SIZE, MATERIAL, AND JOINT TYPE.
5. EXCAVATE AREA AS MAY BE REQUIRED FOR WORK TO BE CONDUCTED. CONTRACTOR TO DETERMINE ACTUAL LIMITS OF EXCAVATION.
6. CONTRACTOR SHALL COMPLY WITH ALL ENVIRONMENTAL POLLUTION CONTROL RULES, REGULATIONS, ORDINANCES AND STATUTES WHICH APPLY TO ANY WORK PERFORMED PURSUANT TO THE CONTRACT, INCLUDING ANY WATER POLLUTION CONTROL RULES, REGULATIONS AND STATUTES SPECIFIED BY THE MOST CURRENT STATE OF CALIFORNIA NPDES GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY. (REFER TO GENERAL CONDITIONS SECTION 5, FOR ADDITIONAL REQUIREMENTS). IN THE EVENT OF ANY VIOLATIONS THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL FINES, CITATIONS, PENALTIES AND ALL OTHER JUDGEMENTS THAT SHALL BE IMPOSED.
7. THE CONTRACTOR SHALL COMPLY WITH ALL WATER POLLUTION CONTROL RULES, REGULATIONS, ORDINANCES AND STATUTES WHICH APPLY TO ANY WORK PERFORMED PURSUANT TO THE CONTRACT (REFER TO GENERAL CONDITIONS SECTION 5 FOR ADDITIONAL REQUIREMENTS). IN THE EVENT OF ANY VIOLATIONS, CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL FINES, CITATIONS, PENALTIES AND ALL OTHER JUDGEMENTS THAT SHALL BE IMPOSED.
8. CONTRACTOR SHALL SUBMIT STORM WATER POLLUTION CONTROL PLAN, INCLUDING BMP DETAILS, FOR APPROVAL.

SPECIAL HAZARDOUS MATERIAL NOTES:

1. A HAZARDOUS MATERIALS SURVEY WAS PERFORMED AT THE WELL SITES. THE HAZARDOUS MATERIALS SURVEY FINAL REPORT IS PROVIDED IN APPENDIX A OF THE SPECIFICATIONS. CONTRACTOR AND SUBCONTRACTORS SHALL REVIEW THIS REPORT AND BECOME FAMILIAR WITH IT. LEAD AND ASBESTOS WERE FOUND TO BE PRESENT AT THE WELLS SITES.
2. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF HAZARDOUS MATERIALS ARE ENCOUNTERED DURING COURSE OF WORK AND TAKE ALL SAFEGUARDS TO PREVENT EXPOSURE TO WORKERS OR CONTAMINATION TO ENVIRONMENT.
3. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL HAZARDOUS MATERIALS IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS.
4. CONTRACTOR SHALL SUBMIT HAZARDOUS MATERIAL REMOVAL AND DISPOSAL PROCEDURES WITH SITE DEMOLITION PLANS.

SPECIAL DEMOLITION NOTES:

1. CONTRACTOR SHALL SUBMIT A SITE DEMOLITION PLAN FOR APPROVAL BY ENGINEER. THE PLAN SHALL INDICATE THE METHODS EMPLOYED, SEQUENCE, EQUIPMENT, PROCEDURES, DISPOSAL SITES, AND PROPOSED HAUL ROUTES. THE PLAN SHALL ALSO INDICATE ALL SAFETY MEASURES TO BE USED IN ACCORDANCE WITH ALL APPLICABLE CODES, INCLUDING SIGNS, BARRIERS AND TEMPORARY WALKWAYS.
2. PRIOR TO PERFORMANCE OF DEMOLITION WORK, INSPECT THE SITE, AND THOROUGHLY INVESTIGATE ON AND OFF-SITE CONDITIONS. DETERMINE TYPE OF STRUCTURES, IMPROVEMENTS, NEW CONSTRUCTION SCHEDULE AND PRIORITIES, AND APPLICABLE REQUIREMENTS OF GOVERNING AUTHORITIES.
3. FOR DEBRIS REMOVAL, CONTRACTOR SHALL PERFORM THE FOLLOWING:

A. KEEP THE SITE OCCUPIED BY THE CONTRACTOR IN A CLEAN AND ORDERLY STATE.

B. FIND SUITABLE DISPOSAL FACILITIES FOR THE WASTE MATERIALS AT THE CONTRACTOR'S EXPENSE. PAY ANY COSTS WHATSOEVER INVOLVED IN SECURING THE DISPOSAL FACILITIES.

C. THE DISPOSAL FACILITY SITE SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL LAWS. SEEK AND OBTAIN SUCH APPROVAL AND TO FILE WITH THE CITY COPIES OF ALL APPROVALS OR AGREEMENTS SO OBTAINED.
4. FOR PROTECTION OF SITE, SURROUNDING AREA, WORKERS AND ENVIRONMENT, CONTRACTOR SHALL:

A. TAKE CARE TO PREVENT SPREAD OF DUST AND FLYING PARTICLES. SPRINKLE RUBBISH AND DEBRIS WITH WATER TO KEEP DUST TO A MINIMUM.

B. MAINTAIN ADEQUATE FIRE PROTECTION, INCLUDING EXTINGUISHERS AND OPERATIVE WATER-HOSE LINES DURING DEMOLITION AT LOCATIONS WHERE OCCURRENCE OF FIRE IS POSSIBLE.

C. PROVIDE TEMPORARY BARRICADES, FENCES AND SAFEGUARDS TO ELIMINATE HAZARDS TO PERSONS AND PROPERTY WITHOUT INTERFERENCE TO USE OF ADJACENT PROPERTY, PUBLIC RIGHTS-OF-WAY, UTILITIES AND STRUCTURES.

SPECIAL DEMOLITION NOTES (CONTINUED):

- D. PROTECT EXISTING STRUCTURES AND OTHER FACILITIES THAT ARE NOT TO BE DEMOLISHED, ANY SUCH ITEM DAMAGED BY THE CONTRACTOR SHALL BE RESTORED OR REPLACED IMMEDIATELY AT THE CONTRACTOR'S EXPENSE. PREVENT MOVEMENT OR SETTLEMENT OF ADJACENT STRUCTURES. PROVIDE BRACING AND SHORING.
5. DEMOLITION WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LAWS, ORDINANCES, AND REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION.
6. UNLESS OTHERWISE SPECIFIED, PERFORM WORK IN ACCORDANCE WITH THE FOLLOWING:

A. CALIFORNIA CODE OF REGULATIONS, TITLE 24: PART 2, CALIFORNIA BUILDING CODE, CHAPTER 33, SITE WORK, DEMOLITION AND CONSTRUCTION.

B. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI): ANSI A 10.6 – SAFETY REQUIREMENTS FOR DEMOLITION OPERATIONS.

C. STATE OF CALIFORNIA CODE OF REGULATIONS, TITLE 8: CAL/OSHA CONSTRUCTION SAFETY ORDERS.

ABBREVIATIONS

CB	CATCH BASIN
C	COMMUNICATIONS
CONC	CONCRETE
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
DR	DIMENSION RATIO
DWG	DRAWING
E	ELECTRICAL
EA	EACH
EW	EACH WAY
EXIST	EXISTING
FIG	FIGURE
FT	FEET OR FOOT
G	GAS
GA	GAGE OR GAUGE
GALV	GALVANIZED
HDPE	HIGH DENSITY POLYETHYLENE
HORIZ	HORIZONTAL
ID	INSIDE DIAMETER
IN	INCH
INCLD	INCLUDING
KSI	1,000 POUNDS PER SQUARE INCH
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MUTCD	MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
NA	NOT APPLICABLE
NO	NUMBER
NTS	NOT TO SCALE
OD	OUTSIDE DIAMETER OR OVERALL DIMENSION
OH	OVERHEAD
PVMT	PAVEMENT
PE	POLYETHYLENE
PL	PROPERTY LINE
PSI	POUNDS PER SQUARE INCH
PVC	POLYVINYL CHLORIDE
QTY	QUANTITY
REF	REFERENCE
REQD	REQUIRED
REV	REVISION
R/W	RIGHT OF WAY
SCH	SCHEDULE
SD	STORM DRAIN
SHT	SHEET
SPECS	SPECIFICATIONS
S	SEWER
STA	STATION
TCE	TEMPORARY CONSTRUCTION EASEMENT
TEMP	TEMPORARY
TYP	TYPICAL
UG	UNDERGROUND
W	WATER

NOTES:
ADDITIONAL ABBREVIATIONS CONFORM TO ANSI STANDARD ABBREVIATIONS Z32. 2.3

SYMBOLS

	EXIST SEWER
	EXIST WATER
	EXIST ABANDONED WATER
	EXIST STORM DRAIN
	EXIST GAS
	EXIST ELECTRICAL (UNDERGROUND)
	EXIST ELECTRICAL (OVERHEAD)
	EXIST COMMUNICATIONS (UNDERGROUND)
	EXIST WATER VALVE
	EXIST MANHOLE
	EXIST CATCH BASIN
	EXIST GAS VALVE
	EXIST ELECTRICAL BOX
	EXIST ELECTRICAL POLE
	DEMOLITION NOTE CALLOUT (ALPHABETS)
	IMPROVEMENT NOTE CALLOUT (NUMBERS)
	NEW WATER PIPE CAP/BLIND FLANGE
	EXISTING FACILITY TO BE DEMOLISHED
	NEW EARTH BACKFILL
	NEW CONCRETE
	NEW CONCRETE
	NEW ASPHALT CONCRETE

QUANTITIES

DESCRIPTION	WELL NO. 1	WELL NO. 2	WELL NO. 3
ASPHALT PAVING (SY)	NA	10	NA
CONCRETE SIDEWALK (SY)	NA	14	NA
CONCRETE PAD (SY)	NA	NA	80
CONCRETE RAMPS (LS)	NA	1	NA
CONCRETE CURB AND GUTTER (LF)	NA	36	NA
THRUST BLOCK CONCRETE (CY)	2	2	NA
COMPACTED BACKFILL FOR TRENCH AND OTHER EXCAVATION (CY)	18	19	20
SITE RESTORATION GRADING (SY)	77	19	NA



Attention:				
	0	1"		
If this scale bar does not measure 1" then drawing is not original scale.	3	06/13/2017	BID DRAWINGS	RS
	2	05/03/2017	2ND REVISED 100% DRAWINGS	MH
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	NO.	DATE	ISSUE/REVISION	APP

Designed:	M. HARGROVE
Checked:	R. SANCHEZ
Drawn:	K. CHUNG/E. CERNA ALVAREZ
Submitted By:	M. HARGROVE
Submittal Date:	06/13/2017



CITY OF ROSEVILLE
ENVIRONMENTAL
UTILITIES DEPARTMENT

2005 HILLTOP CIRCLE
ROSEVILLE, CA 95747
(916) 774-5688

City Project No. 08430-5101, GEI Project 1607610

City of Roseville
Well Destruction Project

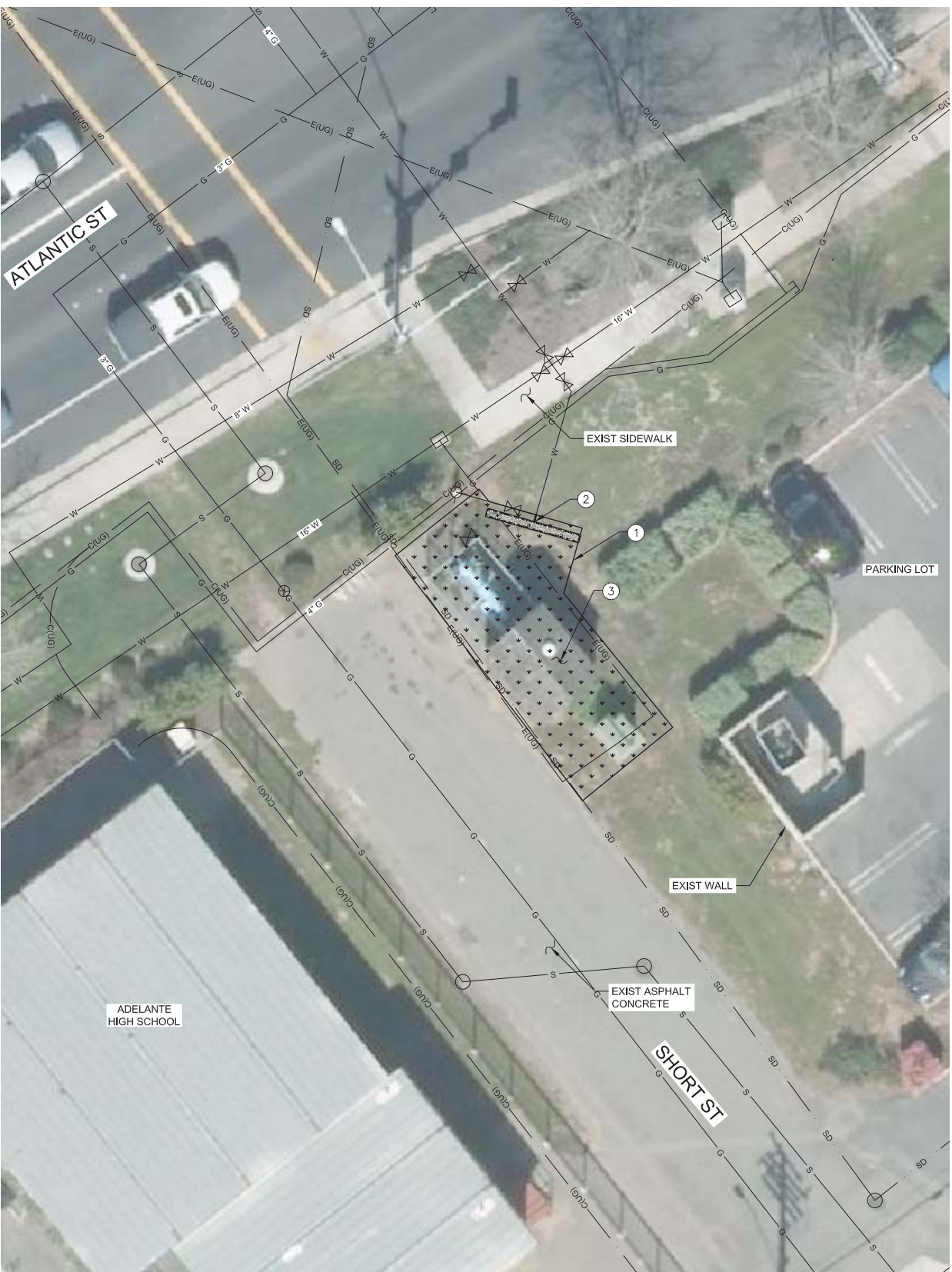
GENERAL NOTES, SYMBOLS
AND ABBREVIATIONS

DWG. NO.
G-02

REV
3



EXISTING AND DEMOLITION PLAN
SCALE: 1"=10'



IMPROVEMENT PLAN
SCALE: 1"=10'

WELL ADDRESS:

WELL NO. 1
402 ATLANTIC ST
ROSEVILLE, CA 95678

DEMOLITION NOTES:

- SEE TECHNICAL SPECIFICATIONS FOR WELL DESTRUCTION REQUIREMENTS. DEMOLISH ENTIRE BUILDING, INCLUDING BUT NOT LIMITED TO REINFORCED CONCRETE FOUNDATION, ROOF, HATCHES, DOORS, AND LOUVERS.
- REMOVE AND DISPOSE OF ALL BUILDING INTERIOR FACILITIES INCLUDING, BUT NOT LIMITED TO PUMPS, MOTOR, EQUIPMENT, PIPING, FITTINGS, VALVES, PANELS, CONDUIT, WIRES, LIGHTING, AND BRACKETS.
- REMOVE AND DISPOSE OF ALL EXTERIOR FACILITIES INCLUDING, BUT NOT LIMITED TO EQUIPMENT, PIPING, FITTINGS, VALVES, APPURTENANCES, SUPPORTS, AND SUPPORT FOUNDATIONS.
- REMOVE AND DISPOSE OF EXISTING FENCING, GATES, LOCKS, POST FOUNDATIONS, AND OTHER RELATED APPURTENANCES.
- REMOVE AND DISPOSE OF ALL ASPHALT CONCRETE TO EDGE OF SHORT ST. A STRAIGHT LINE ALONG THE EDGE OF SHORT ST SHALL BE SAW CUT.
- EXCAVATE, REMOVE, AND DISPOSE OF EXISTING CONCRETE DRAIN BOX AND COVER.
- EXISTING WATER VALVE. VERIFY ANY PIPE CONNECTIONS OR IF VALVE IS ABANDONED, REMOVE AND DISPOSE OF VALVE, VALVE BOX, AND COVER.
- EXCAVATE, REMOVE, AND DISPOSE OF EXISTING WATER PIPELINE.
- TRANSFORMER HAS BEEN REMOVED BY OTHERS. DEMOLISH ENTIRE REINFORCED CONCRETE TRANSFORMER PAD AND REMOVE AND DISPOSE OF EXISTING ELECTRICAL CONDUIT LEADING TO AND FROM PAD.
- CONTRACTOR TO VERIFY LOCATION, DEPTH, ETC. OF EXISTING ELECTRICAL CONDUIT AS PART OF POTHOLING UTILITIES.

IMPROVEMENTS NOTES:

- APPROXIMATE LIMITS OF SITE RESTORATION, TOTAL RESTORATION AREA IS APPROXIMATELY 77 SY.
- CONSTRUCT PIPE CAP SYSTEM PER DETAIL 1 ON DWG. NO. GC-01.
- BACKFILL AND COMPACT EXCAVATIONS, INCLUDING BUT NOT LIMITED TO FOUNDATION AND PIPE TRENCH EXCAVATIONS, TO SURROUNDING GRADE ELEVATION. CONTRACTOR TO PERFORM MINOR GRADING TO SLOPE FINISHED GROUND SIMILAR TO SURROUNDING NATURAL SLOPE OF GROUND. CONTRACTOR WILL BE REQUIRED TO IMPORT TO SITE ADDITIONAL MATERIAL FOR BACKFILLING.
- IN ACCORDANCE WITH CITY'S CONSTRUCTION STANDARDS SECTION 111, 95% RELATIVE COMPACTION IS REQUIRED TO BE ACHIEVED UNDER ROADWAYS, SIDEWALKS, CURBS, AND GUTTER AND 90% RELATIVE COMPACTION ACHIEVED IN EARTHEN GRADED AREAS. CITY WILL HAVE A GEOTECHNICAL FIRM ONSITE MONITORING MATERIAL AND COMPACTION EFFORTS.



Attention:				
	0	1"		
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	2	05/03/2017	2ND REVISED 100% DRAWINGS	MH
	1	04/25/2017	100% DRAWINGS REVISED	MH
NO.	DATE	ISSUE/REVISION		APP

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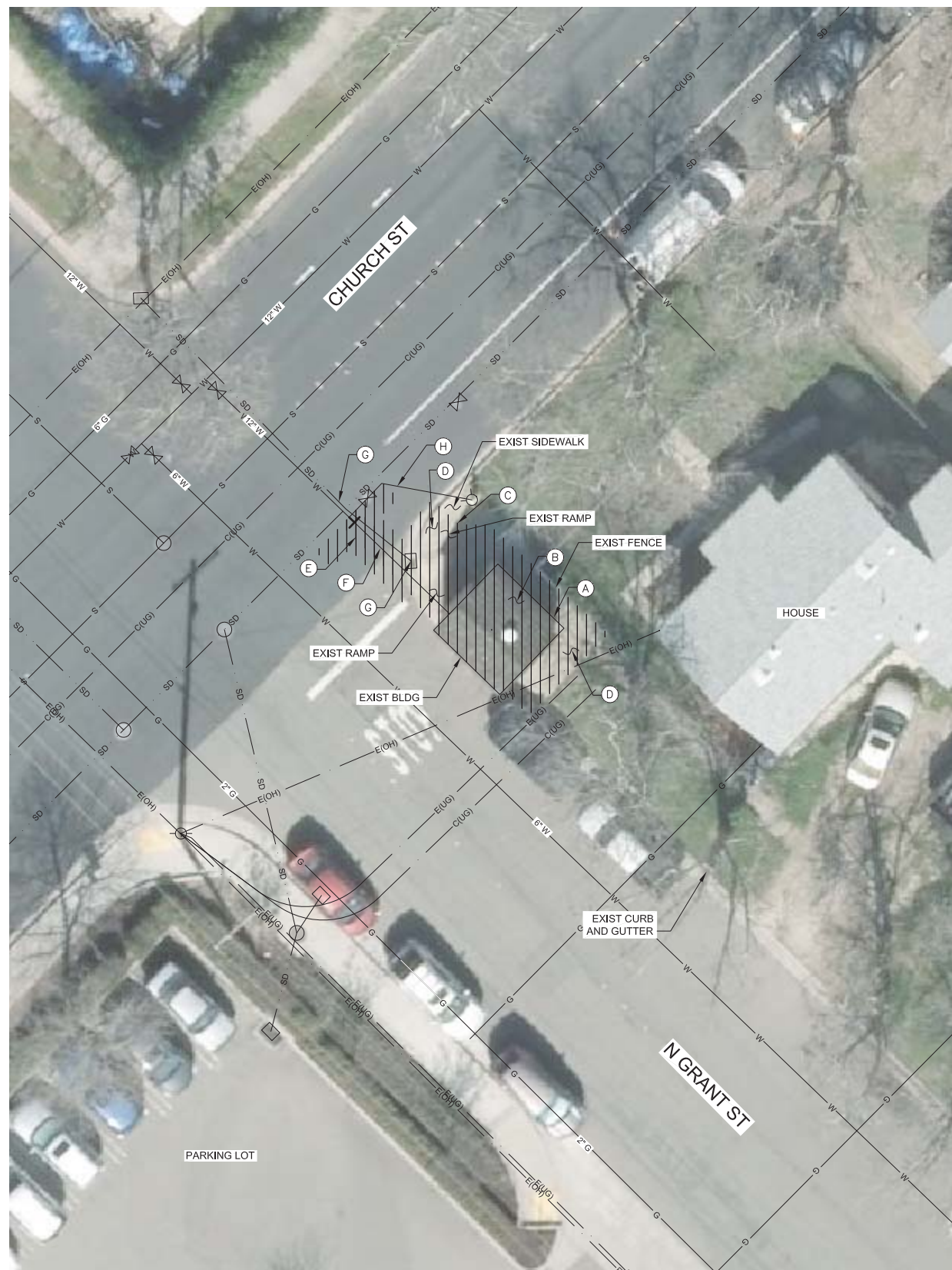
City Project No. 08430-5101, GEI Project 1607610

City of Roseville
Well Destruction Project

WELL NO. 1 EXISTING, DEMOLITION AND
IMPROVEMENT PLANS

DWG. NO.
C-01

REV
3



WELL ADDRESS:

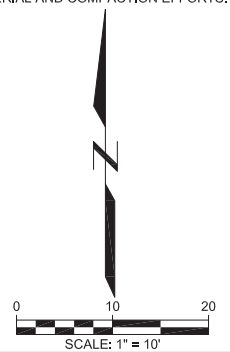
WELL NO. 2
213 CHURCH ST
ROSEVILLE, CA 95678


DEMOLITION NOTES:

- B. SEE TECHNICAL SPECIFICATIONS FOR WELL DESTRUCTION REQUIREMENTS. DEMOLISH ENTIRE BUILDING, INCLUDING BUT NOT LIMITED TO REINFORCED CONCRETE FOUNDATION, ROOF, HATCHES, DOORS, AND LOUVERS.
- B. REMOVE AND DISPOSE OF ALL BUILDING INTERIOR FACILITIES INCLUDING, BUT NOT LIMITED TO PUMPS, MOTOR, EQUIPMENT, PIPING, FITTINGS, VALVES, PANELS, CONDUIT, WIRES, LIGHTING, AND BRACKETS.
- C. APPROXIMATE LIMITS OF EXISTING CONCRETE SIDEWALKS, RAMPS, CURB, AND GUTTER TO BE DEMOLISHED.
- D. REMOVE AND DISPOSE OF EXISTING CONCRETE SIDEWALK RAMPS, CURB, AND GUTTER. CONTRACTOR TO MAKE ALL EFFORT TO LIMIT DAMAGE TO EXISTING CONCRETE AND THUS ITS REMOVAL.
- E. REMOVE AND DISPOSE OF EXISTING ASPHALT CONCRETE AND AGGREGATED BASE PRIOR TO TRENCH EXCAVATION. SAW CUTTING AND REMOVAL LIMITS SHALL BE PER CITY STANDARD DETAIL TB-3.
- F. EXCAVATE, REMOVE, AND DISPOSE OF EXISTING WATER PIPELINE.
- G. CONTRACTOR TO VERIFY LOCATION, DEPTH, ETC. OF EXISTING STORM DRAIN PIPE AS PART OF POTHOLING UTILITIES. CONTRACTOR TO PROTECT CATCH BASIN IN PLACE.
- H. CONTRACTOR TO VERIFY LOCATION, DEPTH, ETC. OF EXISTING WATER PIPE AS PART OF POTHOLING UTILITIES.

IMPROVEMENTS NOTES:

1. APPROXIMATE LIMITS OF RESTORATION OF BUILDING SITE, SIDEWALK, RAMPS, CURBS AND GUTTER. TOTAL RESTORATION AREA IS APPROXIMATELY 45 SY.
2. BUILDING FOOTPRINT AND CONCRETE WALK AREA TO SOUTH EAST OF BUILDING SHALL BE EARTHEN AS SHOWN. EXCAVATION SHALL BE BACKFILLED AND COMPACTED WITHIN 0.5-INCHES BELOW TOP OF SURROUNDING NEW CONCRETE SIDEWALK IN ACCORDANCE WITH CITY DESIGN AND CONSTRUCTION STANDARDS. CONTRACTOR WILL BE REQUIRED TO IMPORT TO SITE ADDITIONAL MATERIAL FOR BACKFILLING. THIS AREA IS APPROXIMATELY 19 SY.
3. CONSTRUCT NEW CONCRETE SIDEWALKS, RAMPS, CURBS AND GUTTERS TO SIMILAR LAYOUT AS EXISTING IN ACCORDANCE WITH CITY DESIGN AND CONSTRUCTION STANDARDS. ALL EXCAVATIONS, INCLUDING TRENCHES, SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH CITY DESIGN AND CONSTRUCTION STANDARDS. RAMPS SHALL BE OF SIMILAR TYPE AND GRADE REQUIRED BY CITY STANDARDS DETAIL ST-27. SIDEWALK, CURB, AND GUTTER SHALL BE SIMILAR TO TYPE 2 PER CITY STANDARD DETAIL ST-17. THE AREA OF CONCRETE SIDEWALK TO BE RESTORED IS APPROXIMATELY 14 SY. THE APPROXIMATE LENGTH OF CURB AND GUTTER TO BE RESTORED IS 36 LF. THERE ARE TWO RAMPS THAT SHALL BE RESTORED.
4. APPROXIMATE LIMITS OF STREET RESTORATION. ASPHALT AREA IS APPROXIMATELY 10 SY.
5. CONSTRUCT PIPE CAP SYSTEM PER DETAIL 1 ON DWG. NO. GC-01.
6. BACKFILL AND COMPACT TRENCH EXCAVATION IN WITH CITY DESIGN AND CONSTRUCTION STANDARDS. CONSTRUCT ASPHALT CONCRETE ROAD SECTION, INCLUDING ASPHALT CONCRETE, AGGREGATE BASE, COMPACTION, AND STREET MARKINGS IN ACCORDANCE WITH CITY DESIGN AND CONSTRUCTION STANDARDS. PAVEMENT RESTORATION SHALL BE PER CITY STANDARD DETAIL TB-3.
7. IN ACCORDANCE WITH CITY'S CONSTRUCTION STANDARDS SECTION 111, 95% RELATIVE COMPACTION IS REQUIRED TO BE ACHIEVED UNDER ROADWAYS, SIDEWALKS, CURBS, AND GUTTER AND 90% RELATIVE COMPACTION ACHIEVED IN EARTHEN GRADED AREAS. CITY WILL HAVE A GEOTECHNICAL FIRM ONSITE MONITORING MATERIAL AND COMPACTION EFFORTS.



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<i>Designed:</i>	M. HARGROVE
<i>Checked:</i>	R. SANCHEZ
<i>Drawn:</i>	K. CHUNG/E. CERNALVAZ
<i>Submitted By:</i>	M. HARGROVE
<i>Submittal Date:</i>	06/13/2017



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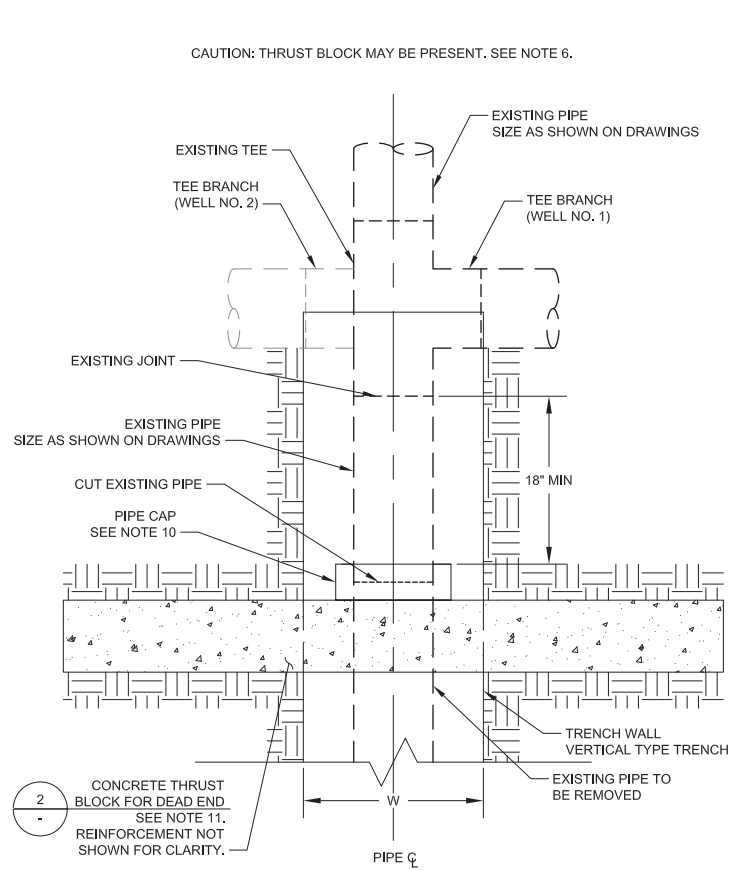
City Project No. 08430-5101, GEI Project 1607610

City of Roseville
Well Destruction Project

WELL NO.2 EXISTING, DEMOLITION AND IMPROVEMENT PLANS

OWG. NO.
C-02

REV
3

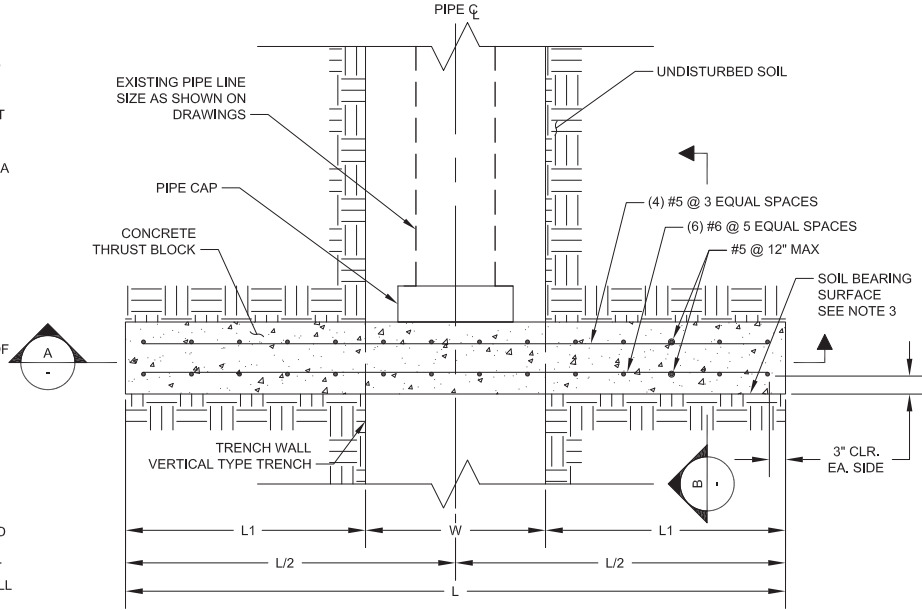


PIPE CAP SYSTEM
NOT TO SCALE

1
VAR

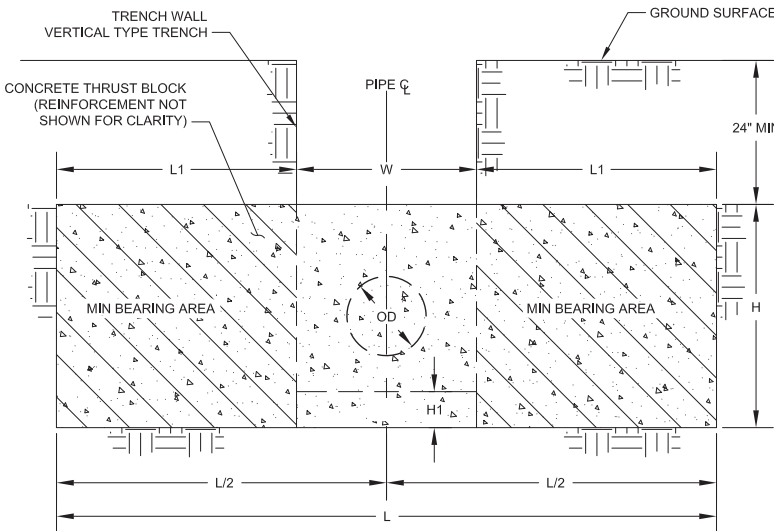
NOTES:

- AT LEAST 21 CALENDAR DAYS PRIOR TO TRENCHING, EXCAVATION, OR ORDERING MATERIALS FOR THIS WORK, CONTRACTOR SHALL SUBMIT POTHOLOG REPORT. CONTRACTOR SHALL VERIFY LOCATION, DEPTH, OUTSIDE DIAMETER, MATERIAL TYPE, AND JOINT TYPE FOR EXISTING WATER LINE AT CAPPING LOCATIONS. CONTRACTOR SHALL ALSO VERIFY WHETHER EXISTING TEE IS RESTRAINED BY THRUST BLOCK. CONTRACTOR SHALL SUBMIT DATA FOR REVIEW. CONTRACTOR SHALL ALSO POTHOLE ALL UTILITIES THAT MAY BE POTENTIALLY IN CONFLICT WITH WORK.
- CONTRACTOR SHALL NOTIFY CITY IMMEDIATELY IF THEY FIND ANY POTENTIAL CONFLICTS WITH THIS WORK DURING FIELD INVESTIGATIONS.
- CONTRACTOR SHALL NOTIFY CITY GEOTECHNICAL ENGINEER REPRESENTATIVE A MINIMUM OF 2 WORKING DAYS PRIOR TO POTHOLOG TO VERIFY SOIL MATERIAL TYPE AND TAKE SAMPLES OF SOIL DURING POTHOLOG.
- POTHOLE RECONSTRUCTION SHALL BE PER CITY STD DETAIL TB-5 ON DRAWING RS-01.
- CONTRACTOR SHALL CONTACT CITY FOR ANY WATERLINE SHUTDOWNS A MINIMUM OF 2 WORKING DAYS PRIOR TO PERFORMING WORK.
- CONTRACTOR SHALL EXCAVATE A VERTICAL TRENCH PER CITY STD DETAIL W-1 ON DWG RS-01 FOR EXPOSING EXISTING PIPE TO BE REMOVED AND CONNECTION LOCATION. CONTRACTOR SHALL NOT EXCAVATE BEHIND EXISTING THRUST BLOCKS. CONTRACTOR SHALL SUBMIT SHORING DETAILS AND CALCULATIONS SIGNED AND STAMPED BY CALIFORNIA REGISTERED CIVIL OR STRUCTURAL ENGINEER.
- EXISTING PIPE SHALL BE CUT AT 90 DEGREES TO ITS STRAIGHT HORIZONTAL LENGTH.
- ALL EXISTING PIPE REMOVED SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS.
- IT IS ASSUMED FOR BIDDING PURPOSES THAT ALL EXISTING PIPE IS 12" DIA AWWA C150 DIP, CLASS 350 (OD = 13.2").
- PIPE SHALL BE CAPPED AS SHOWN. CAP SHALL BE RESTRAINED CAST IRON OR DUCTILE IRON RATED FOR MINIMUM PRESSURE OF 150 PSI. ALL DUCTILE-IRON CAP SHALL BE WRAPPED IN 8 MILS MIN THICKNESS POLYETHYLENE ENCASEMENT PER CITY CONSTRUCTION STANDARD SECTION 81.
- FOR THRUST BLOCK BEARING AREA AND DIMENSIONS, USE A BEARING PRESSURE OF 1,000 PSF. SEE DETAIL 2 ON THIS DRAWING.
- TRENCH SHALL BE BACKFILLED IN ACCORDANCE WITH CITY STD DETAILS W-1 AND TB-3 ON DRAWING RS-01. BACKFILL TRENCH ON PIPE SIDE OF THRUST BLOCK PER CITY STANDARD DETAIL W-1 ON DRAWING RS-01. BACKFILL TRENCH ON SIDE WHERE PIPE IS TO BE REMOVED SIMILAR TO CITY STANDARD DETAIL W-1 ON DRAWING RS-01.
- PAVEMENT, BASE, AND SUBBASE SECTION IN EXISTING PAVED STREETS SHALL BE IN ACCORDANCE WITH CITY STD DETAIL TB-3 ON DRAWING RS-01.
- DURING THE REMOVAL OF THE EXISTING PIPING, THE CONTRACTOR SHALL KEEP THE PIPE SANITARY AND IT SHALL BE KEPT SANITARY UNTIL THE CAPPING IS COMPLETE. PRIOR TO INSTALLATION, CONTRACTOR SHALL DISINFECT ALL NEW PIPE FITTINGS, CAPS AND OTHER APPURTENANCES BY SWABBING WITH BLEACH ALL INTERIOR SURFACES OF FITTINGS, CAPS, AND APPURTENANCES.
- PRESSURE TESTING WILL BE PERFORMED BY THE CITY WITH THE CONTRACTOR PRESENT FOR DURATION OF PRESSURE TESTING. CONTRACTOR SHALL NOTIFY CITY A MIN OF 2 WORKING DAYS PRIOR TO PRESSURE TESTING. DURATION OF PRESSURE TESTING SHALL BE FOR A MIN OF TWO HOURS AT THE WORKING PRESSURE OF THE EXISTING SYSTEM WITH NO VISUAL LEAKAGE AT NEW CAPPED CONNECTION DETECTED. ALL AIR SHALL BE REMOVED FROM THE PIPELINE SEGMENT PRIOR TO PRESSURE TESTING BY THE CITY. ONLY CITY PERSONNEL WILL BE ALLOWED TO OPERATE CITY VALVES. NO BACKFILLING OR PRESSURIZING OF CAPPED WATER PIPE SHALL BE ALLOWED UNTIL PROOF THAT CONCRETE IN THRUST BLOCK HAS OBTAINED A MIN COMPRESSIVE STRENGTH OF 3,000 PSI. TRENCH BEHIND THRUST BLOCK SHALL BE FULLY BACKFILLED AND COMPACTED PRIOR TO PRESSURE TESTING. CAPPED SIDE OF THRUST BLOCK SHALL BE LEFT OPEN AND VISIBLE FOR INSPECTION DURING PRESSURE TESTING. NO FINAL BACKFILLING, PAVING, GRADING, OR CONSTRUCTION OF CONCRETE SIDEWALKS, CURB OR GUTTER SHALL OCCUR PRIOR TO THE COMPLETION AND APPROVAL OF PRESSURE TESTING.



SECTION A
NOT TO SCALE

A



SECTION B
NOT TO SCALE

B

THRUST BLOCK SCHEDULE FOR DEAD END									
NOMINAL PIPE SIZE (IN)	SOIL BEARING CAPACITY (PSF)	W (IN)	L (IN)	L1 (IN)	H (IN)	H1 (IN)	TOTAL AREA OF THRUST BLOCK - INCLD TRENCH (SQ FT)	MIN BEARING AREA (SQ FT)	THRUST (LBS)
8	1,000	34	96	31	34	6	22.7	14.5	9,649
10	1,000	36	124	44	36	6	31.0	21.8	14,515
12	1,000	38	156	59	38	6	41.2	30.8	20,527

CONCRETE THRUST BLOCK FOR DEAD END - PLAN AND SECTIONS
NOT TO SCALE

2
-

NOTES:

- THRUST BLOCK MINIMUM BEARING AREA CALCULATIONS ARE BASED ON THE FOLLOWING ASSUMPTIONS/CRITERIA:
 - A. DESIGN BASIS: AWWA M41: DUCTILE-IRON PIPE AND FITTINGS
 - B. SAFETY FACTOR: 1.5
 - C. MAXIMUM WORKING PRESSURE: 150 PSI
 - D. PIPE MATERIAL: AWWA C150 DIP, PRESSURE CLASS 350
 - E. OD OF PIPE: AWWA M41: DUCTILE-IRON PIPE AND FITTINGS
 - F. TRENCH WIDTH, W: OD + 24" (CITY STD DETAIL W-1)
 - G. MINIMUM COVER OF PIPE: 3 FEET
 - H. PIPE C POSITIONED ON CENTER WITH THRUST BLOCK (CONCENTRIC LOADING)
- ANY CHANGES TO ASSUMPTIONS IN NOTE 1 ABOVE OR TO DIMENSIONS SHOWN IN TABLE WILL AFFECT THE BEARING AREA OF THE THRUST BLOCK. IF ASSUMPTIONS ABOVE CHANGE DUE TO FIELD CONDITIONS, CITY AND DESIGN ENGINEER SHALL BE NOTIFIED IMMEDIATELY. NO CHANGES SHALL BE MADE WITHOUT DESIGN ENGINEER'S WRITTEN APPROVAL.
- THRUST BLOCK CONCRETE FOR BEARING AREA SHALL BE POURED AGAINST UNDISTURBED SOIL.
- CONCRETE FOR THRUST BLOCKS SHALL BE 5 SACK (MIN COMPRESSIVE STRENGTH AT 28 DAYS SHALL BE 3,000 PSI). MAX SLUMP SHALL BE 4 INCHES.
- STEEL REBAR FOR THRUST BLOCKS SHALL HAVE MIN YIELD STRENGTH OF 60 KSI.
- COVER FOR CONCRETE OVER REBAR SHALL BE 3-INCHES.
- CONCRETE SHALL NOT EXTEND ONTO PIPE JOINTS, FLANGES, OR ADJOINING PIPE.
- DO NOT COVER FITTING BOLTS WITH CONCRETE.
- THE FOLLOWING HATCHING DESIGNATES MIN BEARING AREA:
- CONC SLUMP AND SAMPLES (CYLINDERS) WILL BE TAKEN AND TESTED BY CITY MATERIAL TESTING ENGINEER. A MIN OF 4 CYLINDERS WILL BE TAKEN FOR TESTING.
- PIPELINE SHALL NOT BE PRESSURE TESTED OR PRESSURIZED UNTIL CONC HAS MET MIN COMPRESSION STRENGTH (3,000 PSI).
- NO PIPE PENETRATIONS WILL BE ALLOWED THROUGH WALL WITHOUT DESIGN ENGINEER'S WRITTEN APPROVAL.



Attention:				
	0	1"		
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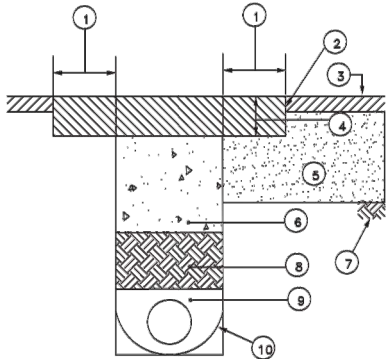
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City of Roseville
Well Destruction Project

CIVIL DETAILS

DWG. NO.
GC-01

REV
3



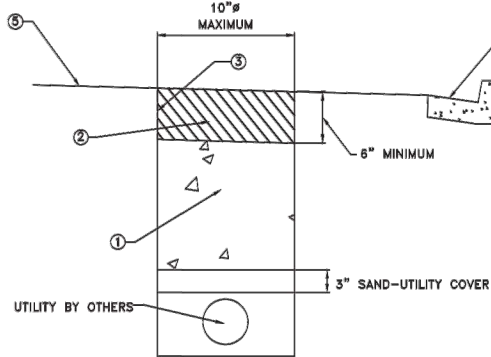
NOTES:

- 18 INCH KEY OUTSIDE TRENCH LINE
- COAT ALL EXISTING VERTICAL FACES WITH ASPHALTIC EMULSION (TACK) PRIOR TO PAVING
- EXISTING AC PAVING
- PATCH SHALL BE THICKNESS OF EXISTING SECTION PLUS 2 1/2 INCHES, PER CITY TRENCH CUT ORDINANCE (6 INCH MINIMUM THICKNESS).
- AGGREGATE BASE/SUBBASE: RECOMPACT DISTURBED SURFACE AREAS TO 95%.
- TWO FEET OF TWO SACK CONCRETE SLURRY PER CALTRANS STANDARD SPECIFICATION 19-3.062
- NATIVE SOIL
- NATIVE SOIL TO BE PROCESSED TO 90% RELATIVE COMPACTION.
- FOR PIPE EMBEDMENT, SEE THE FOLLOWING CONDITIONS:
 - TB-2 FOR PLASTIC STORM DRAIN PIPE
 - W-1 FOR WATER PIPE
 - SS-1 FOR WASTE WATER PIPE
 - FOR REINFORCED CONCRETE PIPE, PLACE 1/2 CRUSHED ROCK UP TO SPRING LINE WITH A MINIMUM OF FOUR INCHES OF BEDDING BELOW PIPE. MAINTAIN A MINIMUM OF SIX INCHES OF CLEARANCE BETWEEN THE PIPE AND THE TRENCH WALL.
- ALTERNATE TRENCH BOTTOM. THE DIAMETER OF THE ALTERNATE, ROUNDED TRENCH BOTTOM SHALL EQUAL THE WIDTH OF THE TRENCH.

NOTE: THIS DETAIL APPLIES TO UTILITY TRENCHES IN WHICH TRENCH CUT FEES WERE NOT PAID BY THE APPLICANT, OR AS SPECIFIED BY THE ENGINEER.

[Signature]
RHON HERNDON
PUBLIC WORKS DIRECTOR

CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS	
DEEP CUT "T" PATCH RECONSTRUCTION	
SCALE: NONE REVISED: JANUARY 1, 2010 DRAWN BY: J MCKINNEY APPROVED BY: RHON HERNDON	TB-3



LEGEND:

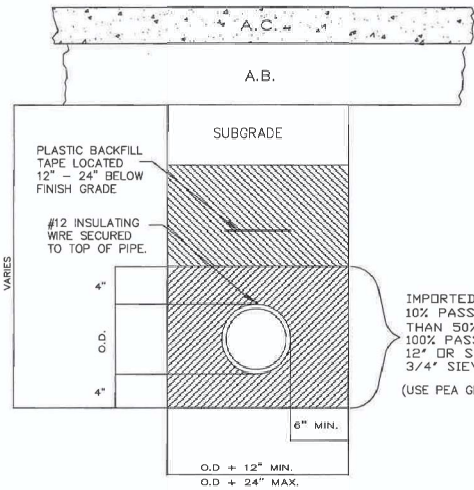
- "MINOR CONCRETE" CONFORMING TO THE PROVISIONS IN SECTION 71-5B, "CONCRETE", WITH FINE AGGREGATE (PEA GRAVEL MIX).
- 1/2" ASPHALT CONCRETE PER CONSTRUCTION STANDARDS SECTION 71-4.D. (93% RELATIVE COMPACTION)
- PLACE BINDER (TACK COAT) ON ALL SURFACES PRIOR TO PAVING PER SECTION 39 OF STATE STANDARD SPECIFICATIONS
- EXISTING CURB AND GUTTER
- SURFACE EXISTING STREET SECTION (PAVEMENT)

NOTES:

- ASPHALT CONCRETE ROADWAY SURFACE POTHOLE SHALL BE SAW CUT OR JACKHAMMERED IN A UNIFORM FASHION. FOR PORTLAND CEMENT CONCRETE ROADWAYS, BRING CONCRETE BACKFILL TO SURFACE, AND FINISH WITH MEDIUM BROOM FINISH.
- MAXIMUM POTHOLE SIZE SHALL BE 10" DIAMETER. SHOULD POTHOLE SIDEWALL CAVE-IN OCCUR DURING JET-VAC EXCAVATION ADDITIONAL EXCAVATION MAY BE REQUIRED (AT THE DISCRETION OF THE DEVELOPMENT SERVICES INSPECTOR).
- REPLACE ALL PAVEMENT MARKINGS AND THERMOPLASTIC LEGENDS THAT WERE DAMAGED.
- POTHOLE EXCAVATION MUST BE TEMPORARILY BACKFILLED SAME DAY AS EXCAVATION AND PERMANENTLY WITHIN SEVEN CALENDAR DAYS.
- TEMPORARY STEEL COVERS ARE REQUIRED WHEN POTHOLING IS LOCATED WITHIN THE TRAVEL LANES, WHEN OPEN TO TRAFFIC.

[Signature]
MARC STOUT
CITY ENGINEER

CITY OF ROSEVILLE DEPARTMENT OF PUBLIC WORKS	
POTHOLE RECONSTRUCTION	
SCALE: NONE REVISED: JANUARY 1, 2016 DRAWN BY: J MCKINNEY APPROVED BY: GUY HOWES	TB-5



TRENCH BACKFILL REQUIREMENTS:

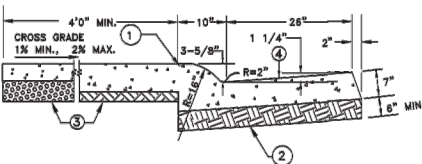
- PROPOSED STREETS - REFER TO DETAIL TB-1 OF SECTION 31 FOR BACKFILL REQUIREMENTS ABOVE THE PIPE ZONE.
- EXISTING STREETS - REFER TO DETAILS TB-1 AND TB-3 OF SECTION 31 FOR BACKFILL REQUIREMENTS ABOVE THE PIPE ZONE.

[Signature]
RICHARD PLECKER
ENVIRONMENTAL UTILITIES DIRECTOR

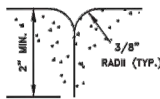
CITY OF ROSEVILLE ENVIRONMENTAL UTILITIES DEPARTMENT	
WATER MAIN TRENCH AND BACKFILL	
SCALE: NONE REVISED: JANUARY 2016 DRAWN BY: R. VAN NESS APPROVED BY: RICHARD PLECKER	W-1

NOTES:

- BACKFILL SHALL BE MECHANICALLY CONSOLIDATED OR SHOVEL SLICED UNDER THE HAUNCHES OF THE PIPE.
- IN ROCKY OR UNYIELDING SOIL, THE TRENCH SHALL BE EXCAVATED A MINIMUM OF 12" BELOW THE PIPE AND THE TRENCH WIDTH SHALL BE INCREASED BY 12".
- ONE 12" WIDE STRIP OF BACKFILL TAPE SHALL BE USED FOR EVERY 12" PIPE DIAMETER OR FRACTION THERE OF.



TYPE 1
ROLLED CURB & GUTTER



TOOL JOINT
(TYP.)
SEE SECTION 71-4.C.3.
(CONSTRUCTION STANDARDS)

LEGEND:

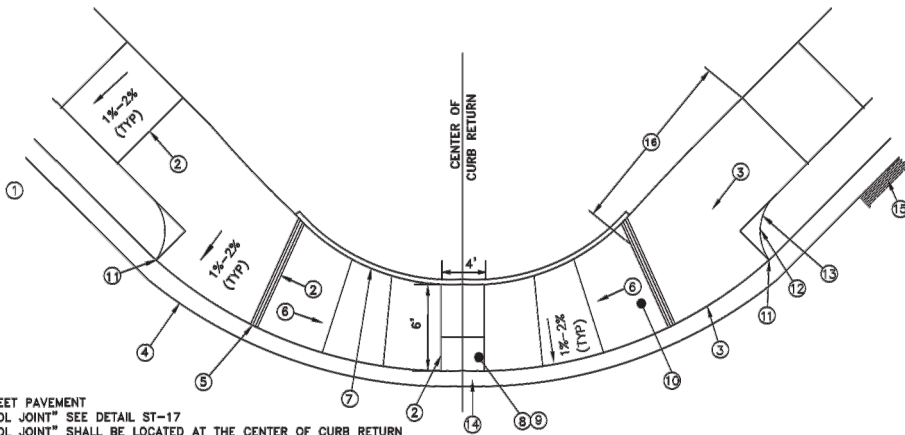
- SCORE MARK, 1/8" DEEP
- SUBGRADE PROCESSED TO 95% RELATIVE COMPACTION.
- ALL SIDEWALK HAS OPTION OF 4" CONCRETE ON 4" AGGREGATE BASE, IN LIEU OF 6" CONCRETE ON NATIVE.
- GUTTER PAN CROSS SLOPE NOT TO EXCEED 5% MAX, OR BE LESS THAN 4%.

NOTES:

- ALL CONCRETE SHALL BE "MINOR CONCRETE" AS DEFINED IN SECTION 71-5B OF THESE STANDARDS.
- SEE SECTION 71-4 C OF THE CITY CONSTRUCTION STANDARDS FOR FINISH AND JOINTS.
- ALL ADJOINING SIDEWALK, CURB AND GUTTER SHALL BE POURED MONOLITHIC.

[Signature]
MARC STOUT
CITY ENGINEER

CITY OF ROSEVILLE DEVELOPMENT SERVICES DEPARTMENT	
TYPE 1 AND 2 CURB AND GUTTER WITH SIDEWALK	
SCALE: NONE REVISED: JANUARY 1, 2016 DRAWN BY: J HENDRIX APPROVED BY: MARC STOUT	ST-17



NOTES:

- STREET PAVEMENT
- "TOOL JOINT" SEE DETAIL ST-17
- "TOOL JOINT" SHALL BE LOCATED AT THE CENTER OF CURB RETURN
- "TYPE 2"(ST-17) CURB AND GUTTER
- GROOVES PER CALTRANS STANDARD PLAN AB8A (TYP)
- THE MAXIMUM IS 8.33%. FOR "CASE C" RAMPS, ON STEEPER GRADES WHERE 8.33% CANNOT BE ACHIEVED, 25 FEET IS THE MAXIMUM LENGTH TRANSITION REQUIRED.
- 6 INCH WIDE RETAINING CURB, HEIGHT TO BE DETERMINED BY PROJECTED BACK OF WALK GRADE. POUR MONOLITHIC WITH SIDEWALK; MINIMUM DEPTH SECTION FLUSH WITH BOTTOM OF SIDEWALK.
- DETECTABLE WARNING PANEL, TRUNCATED DOMES"(ST-35) SEE SECTIONS 71-4, C.2, AND 71-5 OF THE CONSTRUCTION STANDARDS. 1% TO 2% GRADE TO FLOW LINE.
- SLOPE TOP OF CURB DOWN TO FLOWLINE 1% TO 2% FOR TYPE 2"(ST-17) CURB AND GUTTER AT RAMP OPENING; NO LIP. SEE SECTION 71-4 C.40 F THE CONSTRUCTION STANDARDS.
- TRANSITION FROM 6 FOOT DEEP OPENING TO MEANDERING WALK WIDTH.
- TERMINATE PLANTER RADIUS AT CURB RETURN. RADIUS SHALL MATCH PLANTER WIDTH.
- RADIUS OR SQUARE AS SHOWN ON PLANS. PLANTER WIDTH VARIES.
- SIDEWALK TO HAVE EITHER THICKNESS OF 6" ON COMPACTED NATIVE SOIL OR 4" THICKNESS WITH 4" COMPACTED AGGREGATE BASE.
- GUTTER PAN CROSS SLOPE NOT TO EXCEED 5% MAX. IN PATH OF TRAVEL.
- SEE SECTION 71-4 C.6. OF CONSTRUCTION STANDARDS FOR AC PATCH ADJACENT TO GUTTER LIP.
- REVERSE CURVE TRANSITION FROM TOP OF RAMP TO BACK OF MEANDERING SIDEWALK.

[Signature]
MARC STOUT
CITY ENGINEER

CITY OF ROSEVILLE DEVELOPMENT SERVICES DEPARTMENT	
CASE "C" PEDESTRIAN CURB RAMP AT CURB RETURN DETACHED SIDEWALK	
SCALE: NONE REVISED: JANUARY 1, 2016 DRAWN BY: J HENDRIX APPROVED BY: MARC STOUT	ST-27



Attention:				
	0	1"		
If this scale bar does not measure 1" then drawing is not original scale.	3	06/13/2017	BID DRAWINGS	RS
	2	05/03/2017	2ND REVISED 100% DRAWINGS	MH
	1	04/25/2017	100% DRAWINGS REVISED	MH
NO.	DATE	ISSUE/REVISION		APP

Designed:	M. HARGROVE
Checked:	R. SANCHEZ
Drawn:	K. CHUNG/E. CERNA ALVAREZ
Submitted By:	M. HARGROVE
Submittal Date:	06/13/2017



CITY OF ROSEVILLE ENVIRONMENTAL UTILITIES DEPARTMENT	CITY OF ROSEVILLE Well Destruction Project
2005 HILLTOP CIRCLE ROSEVILLE, CA 95747 (916) 774-5688	REFERENCE STANDARDS
City Project No. 08430-5101, GEI Project 1607610	DWG. NO. RS-01

Rev 3	REV 3
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ENVIRONMENTAL UTILITIES

**NOTICE TO CONTRACTORS
PROPOSAL AND CONTRACT
PROVISIONS FOR THE**

Well Destruction Project

NON-REFUNDABLE FEE

\$25

**TO BE SUPPLEMENTED WITH
GENERAL PREVAILING WAGE RATES**

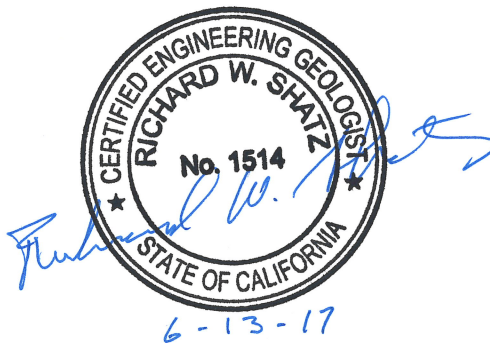
FOR PRE-BID INFORMATION CALL:

**Jose C. Lopez, City of Roseville
(916) 774-5688**

Well Destruction Project

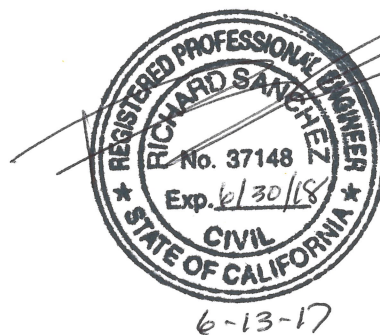
The specifications contained herein have been prepared by or under the direction of the following Registered persons:

HYDROGEOLOGIST



Richard Shatz
C.E.G 1514, C.HG 84
2868 Prospect Park Drive, Suite 400
Rancho Cordova, CA 95670

CIVIL ENGINEER



Richard Sanchez, P.E.
RCE 37148
2868 Prospect Park Drive, Suite 400
Rancho Cordova, CA 95670

CITY OF ROSEVILLE
PROJECT: WELL DESTRUCTION PROJECT

PROJECT MANUAL

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01010	Summary of the Work
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01501	Temporary Facilities
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02523-500	Well Destruction
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ASSEMBLY BILL 626

Text of Assembly Bill Number 626

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Appendix A – Hazardous Materials Survey

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City of Roseville

PROJECT MANUAL

Name of Project: WELL DESTRUCTION PROJECT

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Assembly Bill 626	AB

CITY OF ROSEVILLE
DEPARTMENT OF ENVIRONMENTAL UTILITIES

Name of Project: WELL DESTRUCTION PROJECT

NOTICE TO CONTRACTORS

Sealed Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until 3:00 pm - August 1, 2017. Late proposals will be rejected. No exceptions.

The Proposals will be publicly opened and read by the City Clerk of the City of Roseville at 3:05 p.m. on August 1, 2017 at the Office of the City Clerk at 311 Vernon Street, Roseville, California for the Well Destruction Project.

A pre-bid meeting will be held at City of Roseville Corp Yard located at 2005 Hilltop Circle, Roseville CA 95747 on July 25, 2017 at 2:00pm.

A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, can ~~only~~ be obtained at City of Roseville Corporation Yard, 2005 Hilltop Circle, Roseville CA 95747 for a non-refundable fee of \$ 25.00 per set. If requested, Project Manuals will be mailed for a non-refundable fee of \$ 35.00. Please make checks payable to the City of Roseville. All communications relative

to this project shall be directed to Jose C. Lopez, Senior Engineer at jlopez@roseville.ca.us. Documents may also be reviewed at http://www.roseville.ca.us/business/bids_rfqs_rfqs_and_rfis.asp.

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the City Clerk. The request shall be executed by the bidder or his or her duly authorized

representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid by the submission deadline. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline submission of bids nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville.

The City of Roseville hereby notifies all Bidders that:

1. The City will affirmatively ensure that, in any Contract entered into pursuant to this Notice to Contractors, minority business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.
2. The Contractor may elect to receive one hundred percent (100%) of payments due under the Contract Documents from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions General Conditions Section 7-1.07. Such securities, if deposited by the Contractor, shall be valued by the City, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in California Government Code Section 16430.
3. The City has determined that the Contractor shall possess a valid Class A, General Engineering; and Class C-57, Water Well Drilling Contractor Contractor's license at the time that the bid is submitted and the Contract is awarded. Said license shall be maintained during the Contract period. Failure to possess the specified license shall render the bid nonresponsive and will act as a bar to the award of the Contract to any Bidder not possessing such a license at the time of

award. The Contractor shall provide certification of the license, its number and the expiration date on the proposal form.

4. The Work is to be done in Placer County. Pursuant to California Labor Code Section 1770, the City has ascertained the General Prevailing Rate of Wages in the County in which the Work is to be done to be as determined by the Director of Industrial Relations of the State of California. CONTRACTOR is hereby made aware that information regarding prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 5 "Legal Relations and Responsibility" of the General Conditions.

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

City Clerk, City of Roseville

Dated: _____

Affidavits: _____

Published: _____

INSTRUCTIONS TO BIDDERS

SECTION 1: PROPOSAL REQUIREMENTS AND CONDITIONS

1-1.01 **GENERAL.** The Bidder shall carefully examine the Instructions to Bidders and all Contract Documents, and shall satisfy himself or herself as to the conditions with which he must comply prior to bid and to the conditions affecting the award of the Contract.

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

1-1.02 **CONTRACTOR'S LICENSING LAWS.** Attention is directed to the provisions of Business and Professions Code Chapter 9 of Division 3 concerning the licensing of Contractors.

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

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

1-1.03 **EXAMINATION OF PLANS, CONTRACT DOCUMENTS AND SITE OF THE WORK.** The Bidder shall examine carefully the site of the Work and all the

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

Prior soils investigation or other previous site investigation reports are available for inspection at Appendix A - "Hazardous Materials Survey Final Report" of this Project Manual.

Where the Department has made investigations of site conditions, including subsurface conditions in areas where Work is to be performed under the Contract, such investigations are made only for the purpose of study and design. City does not represent that such conditions as found in these investigations or inferences or conclusions drawn as a result of these investigations will represent actual site conditions and hereby disclaims any liability as a result of contractor's or bidder's reliance on such investigations. City will presume that all bidders have conducted their own site investigations, including investigations of subsurface conditions. Where such investigations have been made, Bidders or Contractors may, upon written request, inspect the records of the Department as to such investigations subject to the conditions set forth in these Instructions to Bidders. Such inspection of records may be made only at the location noted above. The records of such investigations are not a part of the Contract and are shown solely for the convenience of the Bidder or Contractor. The City assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations made, the records thereof, or of the interpretations set forth therein or made by the City in its use thereof. The City makes no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records are representative of those existing throughout such areas, or any part

thereof, or that unforeseen developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

No information derived from such inspection of records of investigations or compilation thereof made by the City, the Department or from the Engineer, or his or her assistants, will in any way relieve the Bidder or Contractor from any risk or from properly fulfilling the terms of the Contract.

1-1.04 **PROPOSAL FORMS.** The Department will furnish to each Bidder a standard proposal form, which, when filled out and executed may be submitted as the bid. Proposals shall include all pages in the Project Manual with page numbers marked "PROP" plus the Addendum acknowledgment form (front sheet) from all addenda received by the Bidder. Proposals shall be removed from the Project Manual. The full Project Manual shall not be submitted with the proposal. Bids not presented on forms so furnished will be disregarded.

The proposal and two copies thereof shall be submitted as directed in the "Notice to Contractors" under sealed cover plainly marked as a proposal, and identifying the project to which the proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded.

1-1.05 **REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.** Each proposal shall list the name, address and Contractor license number of each subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of one-half of one percent (0.5%) of his total bid, in accordance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Part 1, Chapter 4). The Bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

1-1.06 **NONCOLLUSION DECLARATION.** Bidders shall submit a properly completed and executed "Noncollusion Declaration" conforming to the City's form "Noncollusion Declaration." (PROP – 16)

1-1.07 **DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

1-1.08 **PROPOSAL GUARANTY.** All bids shall be accompanied by one of the following forms of Bidder's security: Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted surety insurer, made payable to the City of Roseville, or any other form of security deemed acceptable by the City Attorney. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid will not be considered unless one of the form of Bidder's security is enclosed with it.

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

1-1.09 **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the Notice to Contractors for the opening of bids, provided that a request in writing, executed by the Bidder or his duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. A telegraphic or facsimile request is not acceptable. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid. The withdrawal of any bid after the time fixed in the Notice to Contractors for the opening of bids will not be permitted.

1-1.10 **ADDENDUM.** Proposals shall include all costs and account for all addenda issued prior to opening of bids. The Bidder is responsible for verifying that he has received all issued addenda. An Addendum acknowledgment form for each Addendum shall be included as part of the Proposal submittal.

1-1.11 **PUBLIC OPENING OF PROPOSALS.** Proposals will be publicly opened and read at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

1-1.12 **REJECTION OF IRREGULAR PROPOSALS.** Proposals may be rejected in the City's sole discretion if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. However, the City reserves the right to waive any minor irregularities and informalities in any bid or in the bidding for any reason.

When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign Contracts on its behalf, or are signed by an agent other than a partner of a partnership, or are signed by an agent for an individual, a power of attorney must be on file with the Department prior to opening bids or shall be submitted with the proposal; otherwise the proposal will be rejected as irregular and unauthorized. Determination as to the validity of a power of attorney shall be in the City's sole discretion.

1-1.13 **COMPETITIVE BIDDING.** If more than one proposal is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such proposals may be rejected. A party who has quoted prices on materials or Work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or Work.

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

1-1.14 **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in his or her bid, the Bidder shall give the Department written notice within five (5) calendar Days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a basis for relief. The burden of proving the occurrence of a mistake entitling a bidder to relief from its bid rests entirely on the bidder. Relief from bids shall be in the City's sole discretion.

1-1.15 **CONTRACTOR REGISTRATION.** No contractor or subcontractor may be listed on a bid proposal for or work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with the bid proposal. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SECTION 2: AWARD AND EXECUTION OF CONTRACT

2-1.01 **AWARD OF CONTRACT.** The City reserves the right to reject any and all proposals and to award (or not award) any combination of bid items at its option. Any such award will be to the lowest responsible Bidder whose proposal complies with the requirements prescribed for the bid items awarded. Such award, if made, will be made within sixty (60) calendar Days after the opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) calendar Days after the opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred four (104) calendar Days after the opening of the proposals. The above time periods within which the award of Contract may be made are subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

2-1.02 **RETURN OF BIDDER'S SECURITIES.** Within ten (10) calendar Days after the award of the Contract, the City Clerk will return all Bidders' securities, other than Bidders' bonds, accompanying the proposals that are not to be further considered in making the award. Retained Bidders' securities will be held until the Contract has been fully executed, after which all Bidders' securities, except Bidders' bonds and any Bidders' securities that have been forfeited, will be returned.

2-1.03 **CONTRACT BONDS.** The successful Bidder shall furnish two (2) bonds in the form contained in the section entitled Insurance Broker Information Packet and

Bonds. One (1) bond shall secure the payment of the claims of laborers, mechanics or materialmen employed on the Work under the Contract, and the other bond shall guarantee the faithful performance of the Contract.

Each of the two (2) bonds shall be in a sum equal to one hundred percent (100%) of the Contract price. If the Contract price increases by the issuance of Change Orders, the Contractor shall within ten (10) calendar Days provide a commensurate increase in the penal amounts of the bonds required. Sureties on each of said bonds shall be satisfactory to the City.

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

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

2-1.04 **INSURANCE.** At the time of the execution of the Contract, the Contractor shall, at his or her own expense, procure, and at all times during the prosecution of the Work maintain in full force and effect Worker's Compensation Insurance, and Liability Insurance as specified in the General Conditions. The Contractor shall provide a Certificate of Insurance in the form contained in the section entitled Insurance Broker Information Packet.

2-1.05 **EXECUTION OF CONTRACT.** The Contract shall be signed by the successful Bidder and returned, together with all the required Contract bonds and insurance certificates, within fifteen (15) calendar Days after the Contract has been awarded.

2-1.06 **FAILURE TO EXECUTE CONTRACT.** Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds and insurance as provided within fifteen (15)

calendar Days after the Contract has been awarded, shall be cause for forfeiture of the Bidder's security. The successful Bidder may file with the City Clerk a written notice, signed by the Bidder or Bidder's authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to Bidder. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds within the time prescribed.

PROPOSAL TO THE DEPARTMENT OF ENVIRONMENTAL UTILITIES

Project: WELL DESTRUCTION PROJECT

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Residence _____

The Work to be done and referred to herein is in the City of Roseville, Placer County, State of California, and is to be constructed in accordance with the Contract Documents and the Prevailing Wage Rates of the Department.

The Work to be done is described in the Bidding Documents entitled _____
_____ Well Destruction Project _____, City of Roseville, California.

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

Bids are required for all Bid Items. THE AMOUNT OF THE BID FOR COMPARISON PURPOSES WILL BE THE TOTAL OF ALL ITEMS AWARDED.

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

In case of discrepancy between the price written in words and the price written in figures for the item, the price written in words shall prevail, provided, however, if the price written in figures is ambiguous, unintelligible or uncertain for any cause, then the amount written in words for the item shall prevail. In case of discrepancy between the unit price and the extension price, the unit price shall prevail. "Extension" shall mean the product of each unit price multiplied by the quantity. In the case where the unit price prevails, the total shall be corrected to reflect the actual extension.

If this Proposal shall be accepted and the undersigned shall fail to Contract, to provide evidence of insurance or to give the two (2) payment and faithful performance bonds required, with Surety satisfactory to the City all within fifteen (15) calendar Days after the Bidder has received notice from the Department that the Contract has been awarded, the City Council may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the Acceptance thereof shall be null and void and the forfeiture of such bid security accompanying this Proposal shall operate and the same shall be the property of the City of Roseville.

Accompanying this Proposal is _____

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

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

The names of all persons directly involved in this project include:

Project Superintendent _____

Project Manager _____

The Director has the sole authority to approve or reject the above individuals or project team and to require their replacement prior to bid award.

In accordance with the provisions of California Labor Code Section 6707, whenever the State, a County, City and County, or City issues a call for bids for the construction of a pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five (5') feet or deeper, such call shall specify that each bid submitted in response thereto shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to applicable safety orders.

As required under the provisions of California Public Contract Code Section 4104 et seq., any person making a bid or offer to perform the Work, shall in his or her bid or offer, set forth:

(a)(1) The name, location of the place of business and Contractor license number of each subcontractor who will perform Work or labor or render service to the prime Contractor in or about the construction of the Work, or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a

portion of the Work or improvement according to detailed Drawings contained in the Contract Documents, in an amount in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater; (2)(A) Subject to subparagraph (B), any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name and location of business, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors. (B) A state or local agency may implement subparagraph (A) at its option. (b) The portion of the Work that will be done by each such subcontractor under this act. The prime Contractor shall list only one subcontractor for each such portion as defined by the prime Contractor in his or her Bid.

The Contractor shall perform, with the Contractor's own organization and with workers under the Contractor's immediate supervision, work of a value not less than ten percent (10%) of the value of all work embraced in the contract except when certain items may be exempted by the Supplemental Provisions from said ten percent (10%) requirement.

In accordance with California Public Contract Code Section 4104 and following, each proposal shall have listed on the form provided with the proposal, the name, location of the place of business, and portion (type) of work of each California licensed subcontractor who will perform work or labor, or render service to the General Contractor in or about the construction of the work or improvement, or a licensed subcontractor who, under subcontract to the General Contractor, specially fabricates and installs a portion of the work or improvement according to

detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the General Contractor's total bid, or in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

The Contractor shall list only one subcontractor for each portion of work in the bid. If a contractor fails to specify a subcontractor for any portion of the work to be performed under this contract in excess of one-half of one percent (0.5%) of the total bid, or for the construction of streets or highways including bridges, in excess of one-half of one percent (0.5%) or ten thousand dollars (\$10,000), whichever is greater, the Contractor shall perform that portion of the contract.

A listed subcontractor shall perform with the subcontractor's own organization and with workers under the subcontractor's immediate supervision, work of a value of not less than seventy-five percent (75%) of the value of each item of work for which the subcontractor is listed.

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.

THE REMAINDER OF THIS PAGE IS BLANK.]

DESIGNATION OF SUBCONTRACTORS

In accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, bidders must list the name, business address and Contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, or in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater. In addition, the Contractor shall also provide proof of current registration with the Department of Industrial Relations for all listed subcontractors with the bid proposal.

The apparent low bidder must submit a listing of license numbers for all subcontractors within ten days of bid opening.

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

IMPORTANT NOTICE: If Bidder, or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with State law providing for the registration of Contractors, Class and License No. _____ Expiration Date _____

SIGN HERE: _____

(Signature of Bidder)

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature and title of the officer or officers authorized to sign Contracts on behalf of the corporation; if Bidder is a co-partnership, the name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts in behalf of the co-partnership; and if Bidder is an individual, his or her signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Department prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business Address _____

Place of Residence _____

Dated _____, 20____.

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

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

(Signature of Bidder)

Business Address

Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____

_____, as PRINCIPAL, and

a, _____ and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Roseville in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Roseville, acting by and through the Director, for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the Director of the Department to which said Bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of _____ dollars (\$_____).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned Bid to the City Council of the City of Roseville, as aforesaid, for certain construction specifically described as follows, for which Bids are to be opened at the Civic Center at 311 Vernon Street, Roseville, California, on _____, 20____ FOR _____ Well Destruction Project

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

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

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

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Address

NOTE: Signatures of those executing for the Surety must be properly acknowledged.

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BID PROPOSAL FOR
SCHEDULE A – WELL #1

Item	Description	Unit	Qty.	Unit Price	Total Price
General					
1.	Mobilization and demobilization (not to exceed 5% of construction sub-total)	LS	1		
2.	Traffic Control Plan and Public Safety	LS	1		
3.	Potholing	LS	1		
4.	Furnish, Install and Remove Temporary Fencing (per month)	LS	1		
Well Site Demolition					
5.	Demolish Existing Well Site Facilities	LS	1		
Well Destruction					
6.	Video Survey	LS	1		
7.	Rip Casing with Mills Knife perforator or Star perforator	LS	1		
8.	Furnish all labor, materials, and equipment to install neat-cement slurry into the well.	CY	15		
9.	Labor, materials and equipment to destroy well including disposal and earthwork to finish grade.	LS	1		
10.	Rental of temporary storage tank and cleaning fee (1 month). Tank to be placed at Roseville's wastewater treatment plant.	LS	1		
11.	Furnish and provide transfer trucks and dispose of displaced water (up to 1,800 gallons) to Roseville's wastewater treatment plant (no disposal fee).	LS	1		
Well Site Improvements					
12.	Cap Existing Water Pipeline	LS	1		

Item	Description	Unit	Qty.	Unit Price	Total Price
13.	Construct Concrete Thrust Block at Existing Water Pipeline Cap	LS	1		
14.	Backfill and Compact Pipe Trenches and Other Excavations	CY	18		
15.	Grade Site Restoration Area	SY	77		

TOTAL BID AMOUNT FOR SCHEDULE A (ITEMS 1-15): \$ _____

TOTAL BID (WRITTEN IN WORDS): _____

Each Unit Price includes an amount considered by BIDDER to be adequate to cover BIDDER'S overhead and profit for each separately identified item. BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities used.

BID PROPOSAL FOR
SCHEDULE B – WELL #2

Item	Description	Unit	Qty.	Unit Price	Total Price
General					
1.	Mobilization and demobilization (not to exceed 5% of construction sub-total)	LS	1		
2.	Traffic Control Plan and Public Safety	LS	1		
3.	Potholing	LS	1		
4.	Furnish, Install and Remove Temporary Fencing (per month)	LS	1		
Well Site Demolition					
5..	Demolish Existing Well Site Facilities	LS	1		
Well Destruction					
6.	Video Survey	LS	1		
7.	Rip Casing with Mills Knife perforator or Star perforator	LS	1		
8.	Furnish all labor, materials, and equipment to install neat-cement slurry into the well.	CY	13		
9.	Labor, materials and equipment to destroy well including disposal and earthwork to finish grade.	LS	1		
10.	Rental of temporary storage tanks and cleaning fee (1 month). Tank to be placed at Roseville's wastewater treatment plant.	LS	1		
11.	Furnish and provide transfer trucks and dispose of displaced water (up to 1,400 gallons) to Roseville's wastewater treatment plant (no disposal fee).	LS	1		
Well Site Improvements					
12.	Cap Existing Water Pipeline	LS	1		
13.	Construct Concrete Thrust Block at Existing Water Pipeline Cap	LS	1		
14.	Backfill and Compact Pipe Trenches and Other Excavations	CY	19		

Item	Description	Unit	Qty.	Unit Price	Total Price
15.	Grade Unpaved Site Restoration Areas	SY	19		
16.	Construct Concrete Sidewalk	SY	14		
17.	Construct Concrete Curb and Gutter	LF	36		
18.	Construct Concrete Ramps	LS	1		
19.	Construct Asphalt Pavement Section	SY	10		

TOTAL BID AMOUNT FOR SCHEDULE B (ITEMS 1-19): \$_____

TOTAL BID (WRITTEN IN WORDS): _____

Each Unit Price includes an amount considered by BIDDER to be adequate to cover BIDDER'S overhead and profit for each separately identified item. BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities used.

BID PROPOSAL FOR
SCHEDULE C – WELL #3

Item	Description	Unit	Qty.	Unit Price	Total Price
General					
1.	Mobilization and demobilization (not to exceed 5% of construction sub-total)	LS	1		
2.	Traffic Control Plan and Public Safety	LS	1		
3.	Potholing	LS	1		
4.	Furnish, Install and Remove Temporary Fencing (per month)	LS	1		
Well Site Demolition					
5.	Demolish Existing Well Site Facilities	LS	1		
Well Destruction					
6.	Video Survey	LS	1		
7.	Well Blasting. Includes all equipment, materials, and permits to properly destroy the well via explosive charges	LS	1		
8.	Furnish all labor, materials, and equipment to install neat-cement slurry into the well.	CY	32		
9.	Labor, materials and equipment to destroy well including disposal and earthwork to finish grade.	LS	1		
10.	Rental of temporary storage tanks and cleaning fee (1 month). Tank to be placed at Roseville's wastewater treatment plant.	LS	1		
11.	Furnish and provide transfer trucks and dispose of displaced water (up to 1,800 gallons) to Roseville's wastewater treatment plant (no disposal fee).	LS	1		
Well Site Improvements					
12.	Backfill and Compact Pipe Trenches and Other Excavations	CY	20		
13.	Construct Concrete Pad	SY	80		

TOTAL BID AMOUNT FOR SCHEDULE C (ITEMS 1-13): \$_____

TOTAL BID (WRITTEN IN WORDS): _____

Each Unit Price includes an amount considered by BIDDER to be adequate to cover BIDDER'S overhead and profit for each separately identified item. BIDDER acknowledges that quantities are not guaranteed and final payment will be based on actual quantities used.

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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

(Signature of Declarant)

END OF PROPOSAL

A G R E E M E N T

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

W I T N E S S E T H:

WHEREAS, the City Council of the City of Roseville, at a meeting held on the ____ day
of _____, 20_____, approved plans and specifications consisting of the General
Conditions for Buildings and Grounds and Special Conditions for the _____
_____ Welll Destruction Project
and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the _____ day of _____, 20_____; and

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

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

WHEREAS, all bids received pursuant to said notice were opened and examined and
publicly declared at the time specified in said advertisement for bids and at a meeting of the City

Council held on the ____ day of _____, 20____, the City Council found and declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in accordance with the aforementioned specifications.

NOW, THEREFORE, the parties hereto as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, equipment and insurance required for the _____ Well Destruction Project

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

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Department for Contract Administration as defined in the Contract Documents.

2. PAYMENT. CITY shall pay CONTRACTOR _____ dollars (\$_____) for the Work.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of all of the documents described in section 1-1.12 of the General Conditions.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the work within the time specified, CONTRACTOR agrees that CITY will suffer damages.

Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 1,000 per day as liquidated damages, in the event of such delay.

5. TIME OF ESSENCE. Time is of the essence of this Agreement.

6. ATTORNEY'S FEES, VENUE, GOVERNING LAW. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

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

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

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

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

CITY OF ROSEVILLE
a municipal corporation

CONTRACTOR:

By: _____
ROB JENSEN
City Manager

By: _____
its: _____

ATTEST:

and

By: _____
SONIA OROZCO
City Clerk

By: _____
its: _____

APPROVED AS TO FORM:

Business License #: _____

By: _____
ROBERT R. SCHMITT
City Attorney

INSURANCE BROKER INFORMATION PACKET

Project: Well Destruction Project

NOTICE TO CONTRACTOR:

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

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

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Notice to Insurance Broker	INS-1
Insurance Requirements	INS-2
Public Works Faithful Performance Bond	INS-8
Public Works Payment Bond	INS-10

NOTICE TO INSURANCE BROKER

Your client has been awarded a bid by the City Council of the City of Roseville to perform a public works project known as Well Destruction Project. The Contract Conditions for that project require your client ("the Contractor") to return certain evidence of insurance and bonds to the City Attorney of the City within fifteen (15) Days after the Bid award, or else the Bid award may be terminated and awarded to another company.

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

Please refer to Supplementary Conditions for modifications of the General Conditions and the requirements of this insurance packet.

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

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

Documents should be forwarded to or questions addressed to:

Office of the City Attorney
City of Roseville
311 Vernon Street
Roseville, CA 95678
(916) 774-5325

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

Thank you.

INSURANCE REQUIREMENTS

The following sections are quoted from the General Conditions of the project:

5-1.19 **INSURANCE COVERAGE.**

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

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

C. **Insurance Required.** Commercial General Liability, automobile liability, and worker's compensation insurance shall be maintained as follows:

1.	Commercial General Liability	\$2,000,000 each occurrence
	Minor Construction Project	\$4,000,000 aggregate
	(Projects under \$1,000,000)	Personal Injury:
		\$2,000,000 each occurrence
		\$4,000,000 aggregate
	Commercial General Liability for	\$5,000,000 each occurrence
	Major Construction Projects	\$10,000,000 aggregate

(Projects over \$1,000,000)

Personal Injury:
\$5,000,000 each occurrence
\$10,000,000 aggregate

The Commercial General Liability policy shall include coverage or endorsements for:

- a. Completed operations.
- b. Losses related to independent contractors, products and equipment.
- c. Explosion, collapse and underground hazards.

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

a. Inclusion of the City of Roseville, and its officers, agents, employees and volunteer, as additional insured (except for workers' compensation as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the Insurance Services Office ("ISO") CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsements must include coverage for on-going and completed operations. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. Cross liability and severability of interest clauses providing that the insurance applies separately to each insured except with respect to the limits of liability.

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

d. Such insurance shall specifically cover the contractual liability of the CONTRACTOR.

e. Any available insurance proceeds in excess of the specified minimum

insurance coverage requirements and limits shall be available to the additional insureds.

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

f. Waiver of subrogation endorsement.

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

SPECIAL NOTICE - CLAIMS MADE COVERAGE:

Liability insurance coverage may not be written on a "claims made" basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

2. Comprehensive Automobile Liability for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles.

3. Statutory Workers' Compensation and Employer's Liability Insurance, including a waiver of subrogation endorsement and a Broad Form "All-States" Endorsement for all employees engaged in services or operations under the Contract. The employer's liability insurance shall provide limits of not less than One Million Dollars (\$1,000,000) per occurrence. Both the worker's compensation and employer's liability policies shall contain the Insurer's waiver of subrogation in favor of the City, its officers, agents, employees, and volunteers.

4. Builder's Risk/Course of Construction Insurance:

The Contractor shall be responsible for all loss, damage or destruction whatsoever to the Work called for by this Contract until the approval of a Notice of Completion. The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the Work performed under this Contract (the value is presumed to be the

Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the Work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

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

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

5-1.19A **OTHER INSURANCE PROVISIONS.**

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

B. The City acknowledges that some insurance requirements contained in the Contract Conditions may be fulfilled by self-insurance on the part of the Contractor. However,

this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions (“SIR”) must be declared on the certificate of insurance and approved by CITY in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

the additional insured would be invalid under California Insurance Code Section 11580.04. In addition, the insurance policy may not contain language which prohibits additional insureds or other insurers from satisfying the self-insured retention or deductible.

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

**F. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY
PROGRESS PAYMENT TO THE CONTRACTOR IN THE EVENT OF
NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.**

Bond No. _____
Premium \$ _____

**PUBLIC WORKS
FAITHFUL PERFORMANCE BOND**

(Project: _____ Well Destruction Project _____)

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

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

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

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

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

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

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

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

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

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

APPROVED AS TO FORM:

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

BY: _____

City Attorney

Bond No. _____
Premium \$ _____

**PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND**

(Project: Well Destruction Project)

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

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

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

The condition of the obligation is such that if the PRINCIPAL, his or its subcontractors, heirs, executors, administrators, successors or assigns fails to pay any of the persons named in § 3181 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed by any such claimant, that the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorney's fees, to be fixed by the Court.

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

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall

operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

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

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

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

APPROVED AS TO FORM:

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

BY: _____
City Attorney

CITY OF ROSEVILLE

GENERAL CONDITIONS

FOR

BUILDINGS AND GROUNDS

CITY OF ROSEVILLE
GENERAL CONDITIONS
FOR
BUILDINGS AND GROUNDS

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SECTION 1

DEFINITIONS AND TERMS

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

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

1-1.03 **ADDENDUM.** Document or written communication issued by the Department during the bidding period which modifies, supersedes, or supplements the Contract Documents.

1-1.04 **BIDDER.** Individual, firm, copartnership, association, or any combination thereof, submitting a Proposal for the Work, acting directly, or through a duly authorized representative.

1-1.05 **BIDDING DOCUMENTS.** Includes the Notice to Bidders, Bidding Requirements, Contract Conditions, Drawings and Addenda.

1-1.06 **CHANGE ORDER.** Any additions, deletions, or modifications of the Work to be done after the Agreement has been signed.

1-1.07 **CITY.** The City of Roseville.

1-1.08 **CITY ATTORNEY.** The City Attorney of the City.

1-1.09 **CITY CLERK.** The City Clerk of the City.

1-1.10 **CONTRACT.** Agreement relating to the Work to be performed, the labor, materials, and equipment to be furnished, and the payment to be made therefor. The Contract incorporates all of the Contract Documents.

1-1.11 **CONTRACT CONDITIONS.** Include the General Conditions, Supplemental Conditions, and Specifications.

1-1.12 **CONTRACT DOCUMENTS.** Include the Bidding Documents, the Bid or Proposal, Contract Bonds, the Contract, all required insurance certificates or endorsements, all required certifications or statements, Change Orders, any Contract Amendment, any City Standard which is incorporated by reference and these City of Roseville General Conditions for Buildings and Grounds.

1-1.13 **CONTRACTOR.** Individual, firm, co partnership, corporation, association, or any combination thereof, who has entered into the Contract with City.

1-1.14 **DAY OR DAYS.** Unless otherwise designated, Day or Days as used in the Contract Documents will be understood to mean calendar Day or Days.

1-1.15 **DEPARTMENT.** The Department for Contract Administration, as identified in the Supplemental Conditions.

1-1.16 **DIRECT COSTS.** Those cost items (including labor, materials, equipment and any subcontractor's work) that are used in the actual performance of, and are specifically and uniquely attributable to the Work or changed Work. Direct Costs do not include Overhead. Direct Costs include but are not limited to:

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

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

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

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

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

E. Supplemental costs including the following:

1. The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

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

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

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

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

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

1-1-17 **DIRECTOR.** Director of the Department for Contract Administration or his or her designee.

1-1.18 **DRAWINGS.** The official Drawings including plans, elevations, sections, detail Drawings, diagrams, plated, General Notes, information and schedules thereon, or exact reproductions thereof, showing the location, character, dimension, and details of the

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

1-1.19 **GENERAL NOTES.** The written instructions, provisions, conditions or other requirements appearing on the Drawings and so identified thereon, which pertain to the performance of the Work.

1-1.20 **LABORATORY.** Established professional laboratories authorized by the City to test materials and Work involved in the Contract.

1-1.21 **LIQUIDATED DAMAGES.** The amount prescribed in the Supplemental Conditions to be paid to the City or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the Supplemental Conditions.

1-1.22 **OVERHEAD.** Business or administrative expenses (including but not limited to office expenses, administrative staff, rent, insurance, utilities) not chargeable to a particular part of the Work. The term "overhead" shall include any of the following:

A. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in section 1-1.17, all of which are to be considered administrative costs covered by the Contractor's fee.

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

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

D. Cost of premiums for all bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same, except as provided in section 1-1.16.

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

1-1.23 **OWNER.** City of Roseville.

1-1.24 **PROJECT MANUAL.** A book containing all Contract Documents.

1-1.25 **PREMISES.** Shall mean the area within construction easements, easements, rights of entry and City owned property which surrounds the Work Site, limited by the property lines thereof. In some cases Premises may coincide with the Work Site.

1-1.26 **ENGINEER OR ARCHITECT.** Private Engineer or Architect as a person, firm or corporation retained by the City of Roseville for this Work or portions thereof.

1-1.27 **SPECIFICATIONS.** The technical Specifications for the Work prepared by the Director or an Engineer or Architect describing in detail the nature of the Work, its components, any performance standards, and how the Work is to be constructed.

1-1.28 **SUPPLEMENTAL CONDITIONS.** The Supplemental Conditions are specific clauses modifying or supplementing these General Conditions.

1-1.29 **WORK.** The furnishing of all labor, and the furnishing and installing of all materials, articles, supplies and equipment as specified, designated, or required by the Contract Documents.

1-1.30 **WORK SITE.** All or portion of the Premises that the Work is limited to as shown on the Drawings or designated by the Director. Public streets are not included unless Work is being done within the street right-of-way.

SECTION 2

CONTROL AND SCOPE OF THE WORK

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

2-1.02 **INTENT OF CONTRACT DOCUMENTS.** The intent of the Contract Documents is to prescribe the details for the construction and completion of the Work. Where the Contract Documents describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the Work involved in executing the Contract in a satisfactory and workmanlike manner.

2-1.03 **COORDINATION AND INTERPRETATION OF CONTRACT DOCUMENTS.** All Contract Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary, and to describe and provide for a complete Work.

The Supplemental Conditions shall govern over the General Conditions and the Drawings. In the event of any discrepancy, between any Drawing and the figures written thereon, the figures shall be taken as correct. Detail Drawings shall prevail over general Drawings and General Notes shall prevail over Drawings. The Specifications shall prevail over the Drawings. The Contract Conditions shall prevail over the Bidding Documents. The Contract shall prevail over the Contract Conditions.

Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Director for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of the Contract Documents, reference shall be made to the Director. The decisions of the Director shall be final.

2-1.04 **SUBMITTALS.** It shall be the Contractor's responsibility to timely submit, so as to cause no delay in the Work, all shop Drawings, descriptive data, manuals, instructions, affidavits, samples for the various trades as required by the Supplemental and Technical Conditions, and offers of alternatives, if any. Such submittals shall be checked and coordinated by the Contractor with the Work of other trades involved before they are submitted to the Director for examination.

The Contractor shall deliver at least seven (7) copies of the Submittals to the Director. Work requiring the submittal of working Drawings, descriptive data or samples shall not begin prior to approval of said submittal by the Director.

The time allowed for review of each submittal will be as indicated in the Supplemental Conditions. Review time will start upon receipt of the submittal by the Director and will end

upon the Director's mailing of the submittals to the Contractor. Defective, incomplete or partial submittals will be returned to the Contractor unreviewed.

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

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

2-1.04A **SHOP DRAWINGS.** The Contractor shall submit at least seven (7) copies of all shop Drawings required by the Supplemental Conditions or Specifications. Two (2) copies will be returned to the Contractor either approved for use or returned for correction and resubmittal. Shop Drawings include any drawing, which requires execution by a draftsman as distinguished from printed matter. The size of shop Drawings shall not exceed twenty-four (24") inches by thirty-six (36") inches.

2-1.04B **DESCRIPTIVE DATA.** The Contractor shall submit seven (7) copies of each set of manufacturer's brochures or other data required by the Supplemental Conditions or

Specifications. The City will examine such submittals and return two (2) copies either approved for use or returned for correction and resubmittal.

2-1.04C **SAMPLES.** The Contractor shall submit samples of articles, materials or equipment as required by the Supplemental Conditions or Specifications. The Work shall be in accordance with the approved samples. Samples shall be removed from City property when directed or may be incorporated in the Work if approved by the Director. Samples not removed by the Contractor will become the property of the City or, at the City's option, will be removed or disposed of by the City at the Contractor's expense.

2-1.04D **MANUALS, INSTRUCTIONS AND AFFIDAVIT.**

A. **Manuals and Instructions.** Where operation and maintenance manuals are required by the Supplemental Conditions, the Contractor shall submit three (3) sets of manuals, suitably bound, along with three (3) electronic copies in an approved format, to the Director within forty-five (45) Days after favorable review of the equipment or facilities. All manuals shall be marked to indicate the specific equipment furnished for this project and shall include:

1. Start-up instructions
2. Normal operation instructions
3. Trouble shooting instructions
4. Lubrication instructions
5. Maintenance and reinstallation instructions
6. Parts identification
7. List of spare parts recommended to have on hand
8. Operator safety

In addition, all operation and maintenance manuals for electrical equipment shall include:

9. Equipment ratings
10. Calibration curves and rating tables if appropriate

Operation and maintenance manuals for complex equipment shall also include:

11. Alternate specified operating modes
12. Emergency shutdown instructions
13. Normal shutdown instructions
14. Long term shutdown instructions

Operation and maintenance manuals for systems comprised of separate pieces of equipment shall include a system explanation of items 1, 2, 3, 11, 12, 13 and 14 as well as the instructions for the separate pieces of equipment.

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

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

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

2-1.04E **ALTERNATIVES.** For convenience in designation in the Contract Documents, certain materials, articles, or equipment may be designated by a brand or a trade name or the name of the manufacturer together with catalog designation or other identifying information, hereinafter referred to generically as “designated by brand name.” An alternative material, article, or equipment which is of equal quality and of the required characteristics for the purpose intended may be proposed for use provided the Contractor complies with the following requirements:

A. The Contractor shall submit his proposal for an alternative in writing. Such request shall be made in ample time to permit approval without delaying the Work.

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

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

If any mechanical, electrical, structural, or other changes are required for the proper installation and fit of alternative materials, articles, or equipment, or because of deviations from the Contract, such changes shall not be made without the approval of the Director and shall be made without additional cost to the City.

2-1.05 **PRESERVATION AND CLEANING.** The Contractor shall clean up the Work at frequent intervals and at other times when directed by the Director. While finish Work is being accomplished, floors, Work areas and finished areas shall be kept clean, free of dust, construction debris and trash. Upon completion of the Work, the Contractor shall remove from the Premises his construction equipment and any waste materials not previously disposed of, leaving the Premises thoroughly clean and ready for final inspection.

2-1.06 **LIMITATIONS ON WORK SITE AND PREMISES.** The Contractor shall limit his construction operations to the Work Site unless otherwise shown on the Drawings or specified. The Contractor shall perform no operation of any nature over or on the Premises except such operations as are authorized by the Contract Documents or as authorized by the Director.

2-1.07 **DUST CONTROL.** During the performance of all Work under this Contract, the Contractor shall assume all responsibility for dust control and shall furnish all labor, equipment, and means required to carry out proper and efficient measures wherever and whenever dust control is necessary to prevent the operations from producing dust damage and nuisance to persons and property. Any claims resulting from dust damage or nuisance shall be borne solely by the Contractor. The Contractor shall comply with all applicable Air Quality Act requirements.

2-1.08 **SANITATION.** The Contractor shall provide sanitary facilities for all persons working on the Work.

2-1.09 **NIGHT WORK AND NORMAL WORKING HOURS.** Normal working hours at the construction site shall be between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday. Legal holidays are excluded. Certain utility connections and street operations are anticipated to require night Work by the Contractor during low usage periods. The Contractor may also be required to prosecute the Work at night if, at any time, the Director shall deem it necessary for the progress of the Work, or if emergencies arise. The Contractor shall promptly comply with any such requirements made in writing by the Director. The Contractor will also be permitted to Work at night if he or she shall satisfy the Director of the need therefor, in order to maintain the required progress or protect the Work from the elements. Certain activities are required to be performed at night for nominal progress of the Work and/or are specified to be performed at night by other portions of the Supplemental Conditions. When required, ordered, or permitted to Work at night, the Contractor shall provide sufficient and satisfactory lighting and other facilities therefor. The Contractor shall receive no extra payment for night Work, if specified or if required to be performed during the normal progress of the Work, but compensation shall be considered as having been included in the price stipulated for the Work.

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

2-1.10 **LINES AND GRADES.** Unless otherwise provided in the Supplemental Conditions, the Contractor shall lay out all Work, including structures and pipelines, and shall be

responsible for any errors resulting therefrom. In all questions arising as to proper location of lines and grades, the Director's decision will be final.

As part of the bid price for the construction of the improvements, the Contractor shall provide and be responsible for the layout of all Work on this project. The Contractor shall provide all necessary surveys, field staking, and positioning for the construction of all components at the proper alignment, elevations, grades, and positions, as indicated on the Drawings and as required for the proper operation and function. The Contractor shall stake his Work area limits.

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

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

2-1.11 **PRESERVATION OF MONUMENTS.** Any monuments or bench marks disturbed by construction operations shall be repaired per the City's standard and promptly re-established by a registered land surveyor or civil engineer. A plat for each monument shall be furnished to the Director after the plat has been recorded with the County Recorder's Office at no additional cost to the City. The recorded plat shall serve as a record of the re-establishment of said existing survey points.

2-1.12 **FINAL CLEANUP.** Prior to final Acceptance of the Work, the Contractor shall thoroughly clean the Premises, remove all temporary structures built by or for

the Contractor, and remove all equipment and surplus construction material and debris from the area. The entire project, before Acceptance by the City, shall be left in a neat and clean condition. All Work areas and temporary construction areas shall be returned to essentially the same conditions existing before the commencing of project construction.

2-1.13 **AS-BUILT PLANS.** The Contractor shall maintain one set of the full size prints furnished by the City and mark thereon any deviations from plan dimensions, elevations, or orientations. Also, the Contractor shall locate on said prints, all underground facilities, such as piping, conduits and tanks by accurate field measurement from structure walls, corners, etc. The Contractor shall submit the prints and an electronic CD in good condition to the Director upon completion of the job as a condition of Acceptance of the project. Marked prints shall be updated at least once each week and shall be available to the Director for review as to currency prior to developing partial payment estimates. After the completion of testing, but prior to Acceptance, the Contractor shall submit as built electrical Drawings and an electronic CD showing all components and their wiring, and as specified in the Supplemental Conditions.

2-1.14 **SUPERINTENDENCE.** The Contractor shall designate in writing before starting Work, an authorized representative who shall have the authority to represent and act for the Contractor.

When the Contractor is comprised of two (2) or more persons, firms, partnerships, or corporations functioning on a joint venture basis, said Contractor shall designate in writing before starting Work, the name of one authorized representative who shall have the authority to represent and act for the Contractor.

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

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

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

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

2-1.15 **CHARACTER OF WORKER.** If any subcontractor or person employed by the Contractor shall appear to the Director to be incompetent or to act in a disorderly or improper manner, he or she shall be removed immediately on the requisition of the Director, and such person shall not again be employed on the Work.

2-1.16 **INSPECTION.** The Contractor shall at all times permit the Director to inspect the Work of any part thereof. The Contractor shall maintain proper facilities and provide safe access for such inspection by the Director to all parts of the Work, and to the shops where the Work is in preparation. Work shall not be covered up until authorized by the Director and the Contractor shall be solely responsible for notifying the Director where and when such Work is in readiness for inspection and testing. Should any such Work be covered without authorization, it shall, if so ordered, be uncovered at the Contractor's expense.

Whenever the Contractor intends to perform Work on Saturday, Sunday, or a legal holiday, he or she shall give notice to the Director of such intention forty-eight (48) hours prior

to performing such Work, or such longer period as may be specified so that the Director may make necessary arrangements.

2-1.17 **REMOVAL OF REJECTED AND UNAUTHORIZED WORK.** All

Work which has been rejected shall be remedied, or removed and replaced by the Contractor in a manner acceptable to the Director and no compensation will be allowed the Contractor for such removal, replacement, or remedial Work.

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

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

SECTION 3

CHANGES IN THE WORK

3-1.01 **CHANGES.** The Department reserves the right to order changes in the Contract at any time prior to the Acceptance of the Work by the Director, and the Contractor shall comply with such order. Department also reserves the right to use its own forces or to contract with others to accomplish changes in the Work at its discretion. Changes or deviations from the Contract shall not be made without authority in writing from the Director, and any change to the Work without the Director's written approval will be considered unauthorized Work and will not be paid for.

On the basis set forth in this Section 3, the Contract Lump Sum Price shall be adjusted for any ordered change, which results in a change in the cost of the Work.

When ordered by the Director, the Contractor shall halt Work in the area affected by a proposed change. Whenever it appears to the Contractor that a change is necessary, the Contractor shall immediately notify the Director of the reasons for such change; however, Work in the area affected shall not be discontinued unless ordered by the Director.

For any approved change in the Work, the Contractor shall be entitled to an adjustment in time equal to the number of Days which completion of the entire Work is delayed due to the changed Work. The Contractor's cost estimate for the changed Work shall state the amount of extra time, if any, that he or she considers should be allowed for making the requested change. Failure to request additional time when submitting such estimate shall constitute a waiver of the right to later claim any adjustment in time based upon changed Work. Disagreement as to time adjustments shall not affect Contract price adjustments, nor shall it be cause for not proceeding

with the changed Work when ordered by the Director. The Contractor shall have the right, however, to further pursue a time adjustment in the event an agreement is not reached. The Contractor shall not be entitled to a time extension or adjustment for any Change Order or delays in activities not on the critical path unless the delay or change exceeds the total float of the activities being delayed or changed.

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

If agreement is reached on the adjustment in compensation as provided in Section 3-1.04, "Agreed Cost for Change Orders," of these General Conditions, the Contractor shall proceed with the Work as changed at the agreed price.

If the Contractor and the Director fail to agree as to the adjustment in compensation for the performance of the changed Work, the Contractor, upon written order from the Director, shall proceed immediately with the changed Work and the Contract price shall be adjusted in accordance with Section 3-1.05, "Failure to Agree to the Cost of Change Orders," of these General Conditions.

If the Contractor fails to submit his cost estimate within such fifteen (15) day period, the Contractor shall commence the Work as changed immediately upon receipt of written order of the Director, and the Contract price will be adjusted in accordance with the Director's cost estimate for the changed Work, unless the Contractor, within fifteen (15) Days following completion of changed Work, presents proof to the satisfaction of the Director that the Director's estimate of cost was in error.

3-1.03 **EMERGENCY AND INDETERMINATE TYPE CHANGE**

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

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

3-1.04 **AGREED COST FOR CHANGE ORDERS.** If the Director and the Contractor agree as to the adjustment in compensation for the performance of changed Work on the basis of the Contractor's proposed cost estimate of the Work, the Contract price will be adjusted accordingly. The agreement shall be in writing and executed by both parties.

3-1.05 **FAILURE TO AGREE TO THE COST OF CHANGE ORDERS.**
When a proposed Change Order decreases the cost of the Work and the Director and the

Contractor fail to agree upon the decreased cost thereof, the Director's estimated decrease in cost shall be deducted from the Contract price. The Contractor will be allowed fifteen (15) Days after receipt of a Contract Change Order approved by the Director, in which to file a written protest setting forth in what respects he or she differs from the Director's estimate of decreased cost, otherwise the decision of the Director to deduct the estimate of decreased cost shall be deemed to have been accepted by the Contractor as correct.

In the event the Director and the Contractor fail to agree on the cost of a Change Order which increases the cost of the Work, the Director will maintain a daily job record containing a detailed summary of all labor, materials and equipment required by the ordered change. At the end of each day's Work, the Contractor shall review the Director's daily job record comparing with his own records, and after agreement is reached, the daily job record shall be signed by both the Director and the Contractor and shall become the basis for payment for the changed Work. Upon completion of the Work under the Change Order, the Contractor shall submit an invoice listing only those items of labor, materials and equipment that were agreed to by both the Director and the Contractor to be in addition to the requirements of the Contract, together with allowable markups.

When there is a failure to agree as to cost, no payment for the changed Work will be made to the Contractor until all Work called for in the Change Order has been completed, except that progress payments may be made on those portions of the changed Work which the Contractor and the Director agree as to cost.

3-1.06 **ALLOWABLE COSTS FOR CHANGE ORDERS.** The only costs which will be allowed because of changed Work and the manner in which Such costs shall be computed are set forth in Sections 3-1.06(A) through 3-1.06(E) of these General Conditions.

Where the term "actual cost" is used in the aforesaid sections, it shall be deemed to mean "estimated cost" where the adjustment in compensation is of a necessity based upon estimated costs.

3-1.06(A) **LABOR.** The Contractor will be paid an amount based on the actual cost for labor and supervision directly required for the performance of the changed Work, including payments, assessment of benefits required by lawful labor union collective bargaining agreements; compensation insurance payments; contributions made to the State pursuant to the Unemployment Insurance Code, and for taxes paid to the Federal Government pursuant to the Social Security Act of August 14, 1935, as amended. No labor cost will be recognized at a rate in excess of the wages prevailing in the locality at the time the Work is performed, nor will the use of a labor classification, which would increase the cost, be permitted unless the Contractor establishes to the complete satisfaction of the Director the necessity for payment at a higher rate.

3-1.06(B) **MATERIALS.** The Contractor will be paid an amount based on the actual cost of the materials directly required for the performance of the changed Work. Such cost of materials may include the costs of procurement, transportation and delivery if necessarily incurred. If a cash or trade discount by the actual supplier is available to the Contractor, it shall be credited to the City. If the materials are obtained from a supply or source owned wholly or in part by the Contractor, payment therefor will not exceed the current wholesale price for such materials. If, in the opinion of the Director, the cost of materials is excessive, or if the Contractor fails to furnish satisfactory evidence of the cost to him or her from the actual supplier, the cost of the materials shall be deemed to be the lowest current wholesale price at which similar materials are available in the quantities required. The Department reserves the right to

furnish such materials required by the Change Order as it deems advisable, and the Contractor shall have no claim for cost or markups on material furnished by the Department.

3-1.06(C) **EQUIPMENT.** The Contractor will be paid an amount based on the actual cost for the use of equipment directly required and approved by the Director in the performance of the changed Work. No payment will be made for time while equipment is inoperative due to breakdowns or on Days when no Work is performed. In addition, the rental time shall include the time required to move the equipment to the Work from the nearest available source of such equipment, and to return it to the source. If such equipment is not moved by its own power, then loading and transportation costs will be paid. Moving time, loading and transportation costs will only be paid if the equipment is used exclusively on the changed Work during the time between move in and move out. Individual pieces of equipment having a replacement value of One Hundred Dollars (\$100) or less shall be considered to be tools or small equipment, and no payment will be made therefore. For equipment owned, furnished, or rented by the Contractor, no cost therefore shall be recognized in excess of the rental rates established by distributors or equipment rental agencies in the locality where the Work is performed.

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

16 1/2 percent for labor;

16 1/2 percent for materials; and

16 1/2 percent for equipment rental.

The above markups include full compensation for bonds, profit and Overhead and shall not include work done by a subcontractor. When a Change Order decreases the cost of the Work, the reduction in cost shall include a five percent (5%) markup on the estimated cost for furnishing the labor, materials and equipment, which would have been used on such Work, had the Change Order not been issued.

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

The actual costs of labor, materials, and equipment rental for added and deleted Work shall be calculated separately without adding markups. If the difference between the calculated costs for labor results in an increased cost, a markup of sixteen and one-half percent (16.5%) shall be applied to the increased cost. If the difference between the calculated costs of materials or equipment rental results in an increased cost, a markup of sixteen and one-half percent (16.5%) shall be applied to the increased costs of materials or equipment rental, as the case may be. If the difference between the calculated costs for labor, materials or equipment rental results in a decreased cost, a markup of five percent (5%) shall be applied to the decreased costs of labor, materials or equipment rental, as the case may be.

Contractor shall not add mark-ups on work performed and billed by City staff.

3-1.06(E) **GENERAL LIMITATIONS.** In no event shall any actual cost for added Work be recognized in excess of market values prevailing at the time of the change, unless the Contractor can establish to the satisfaction of the Director that he or she investigated all possible means of obtaining such Work at prevailing market values and that the excess cost could not be avoided. The Director shall determine the necessity for incurring the costs enumerated above, and as to whether they are directly at the option of the Director. When a Change Order deletes

Work from the Contract, the computation of the cost thereof shall be the values that prevailed at the time bids for the Work were opened.

When Change Order Work is performed by a subcontractor, Contractor's compensation shall be based on all Direct Costs as listed in the subcontractor's portion of the proposal and an amount determined by the Director not to exceed fifteen percent (15%) to Contractor as Overhead and profit.

It is understood and agreed by the City and the Contractor that the Contractor will incur Overhead costs for temporary facilities, superintendence, home office Overhead, and similar cost items, and that the costs of such Overhead for the full Contract period through the specified completion date are included in the Contractor's lump sum bid amounts included in his accepted Proposal. No additional compensation will be made to the Contractor for claims of increased Overhead costs occurring within the originally specified construction Contract period plus any time extensions granted by Change Order.

3-1.07 If the Contract price increases by the issuance of Change Orders, the Contractor shall within ten (10) calendar Days provide a commensurate increase in the penal amounts of the bonds required.

SECTION 4

CONTROL OF MATERIALS

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

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

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

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

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

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

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

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

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

4-1.03 **SAMPLING AND TESTING OF MATERIALS.** Unless otherwise specified, all tests shall be performed in accordance with the methods used by the State Department of Transportation (Caltrans) and shall be made by the Director or his or her designated representative.

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

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

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

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

and furnished by the Contractor at his or her expense. The number of such samples and test specimens shall be entirely at the discretion of the Director.

When requested by the Director, the Contractor shall furnish, without charge, samples of all material entering into the Work, and no material shall be used prior to approval by the Director, except as provided in Section 4-1.04, "Certificates of Compliance," of these General Conditions.

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

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

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

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

If the engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Director's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Director may require, that portion of

the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective and the Work was not covered without favorable review of the Director, the Contractor will be allowed an increase in the Contract price or an extension of the Contract time, or both, to cover his or her costs directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order shall be issued.

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

It is the Contractor's responsibility to supervise the Work and complete the project in accordance with the Contract Documents. In the course of managing that effort, the Contractor shall generate his or her own punch lists as deemed necessary. The Director may prepare punch lists for the Director's own use in communicating with the Contractor; however, the Director shall be under no obligation to prepare punch lists for the Contractor. In general, the Director will prepare punch lists only after the Contractor has given the Director written notice that the subject Work is completed and tested in accordance with the Contract Documents and is

ready for operation and/or use and/or occupancy. Failure of the Director to include an item in a punch list shall not relieve the Contractor of his duty to satisfactorily complete all Work required by the Contract Documents.

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

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

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

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

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

C. Costs of Testing.

1. Initial Services: The City shall furnish and pay for all initial testing services required by the Contract Documents. When initial tests indicate non-compliance with the Contract Documents, the cost of initial tests associated with that non-compliance will be deducted by the City from the balance owed the Contractor. The Contractor shall furnish samples of materials for testing as may be required by the Director. Such samples shall be furnished without cost to the City.

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

Contractor shall be billed for each additional test.

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

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

4-1.04 **CERTIFICATES OF COMPLIANCE.** A Certificate of Compliance shall be furnished prior to the use of any materials for which the Supplemental Conditions

require that such a Certificate be furnished. In addition, the Director may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Supplemental Conditions. A Certificate of Compliance shall be furnished with each lot of such materials delivered to the Work and the lot so certified shall be clearly identified in the Certificate.

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

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

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

SECTION 5

LEGAL RELATIONS AND RESPONSIBILITY

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

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

5-1.03 **NONDISCRIMINATION.**

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

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

B. During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, medical disability, medical condition, marital status, age, sex or sexual orientation. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0 et seq.) and other applicable State and Federal regulations pertaining to nondiscrimination and affirmative action which are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

5-1.04 **PREVAILING WAGE.** The Contractor shall comply with Labor Code Sections 1770 et seq. In accordance with said Section 1775 the Contractor shall forfeit as a penalty to the City Fifty Dollars (\$50) for each calendar day or portion thereof, for each worker paid less than the prevailing rates for such Work or craft in which such worker is employed for any public work done under the Contract by the Contractor or by any subcontractor under the Contractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated Prevailing Wage Rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated Prevailing Wage shall be paid to each worker by the Contractor or subcontractor.

Pursuant to the provisions of California Labor Code Sections 1773, the Department has identified the source, stated below, of the General Prevailing Rate of Wages applicable to the Work to be done, for straight time, overtime, and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>, which is a part of this Contract.

Pursuant to Labor Code Section 1773.2, General Prevailing Wage Rates set forth above, which forms a part of this Contract, shall be posted by the Contractor at a prominent place at the site of the Work.

Prevailing Wage Rates to be posted at the job site will be furnished by the Department.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the Prevailing Wage Rate set forth in

the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her Bid, and will not under any circumstances be considered as the basis of a claim against the City or Contract.

5-1.05 **TRAVEL AND SUBSISTENCE PAYMENTS:** [Reserved]

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

A. Each Contractor and subcontractor shall keep accurate and current payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

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

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

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

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

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

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

E. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor- management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent the disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor

management committee reasonable attorney's fee and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

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

G. The Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the Contractor or subcontractor fails to comply with the ten (10) day period, the Contractor shall, as a penalty to the State or City, forfeit twenty-five (\$25) Dollars for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payment or final payment then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

5-1.07 **SAFETY.** It is the intent of the parties that the City is not an exposing, creating, controlling, or correcting employer under California Labor Code section 6400. In accordance with generally accepted construction practices and State law, the Contractor shall have the authority and be solely and completely responsible for conditions on the job site, including safety of all persons and property during performance of the Work. Moreover, the Contractor shall be the controlling employer and has the authority and responsibility to enforce worksite safety. The Contractor shall be responsible for conducting daily safety inspections and

assuring all hazards and violations are abated. The Contractor is responsible for assuring that all subcontractors adhere to the minimum CAL/OSHA safety requirements and that each subcontractor has an effective CAL/OSHA IIP (Illness and Injury Protection Program) in place that specifically addresses all potential exposures, such as, but not limited to, fall protection, confined space, and trenching/shoring. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall be responsible for any delay costs or damages in the event the progress of Work is slowed or stopped due to a safety violation.

Contractor shall inform CITY in advance of the quantity of chemical(s) to be used for the project and the total quantity of chemical(s) that will be brought onto City property. In addition, Contractor shall provide CITY with one copy of the Material Safety Data Sheet (MSDS) for each chemical expected to be used to complete the project.

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

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

All Work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements

of CAL/OSHA. The Contractor shall be solely responsible for compliance with all City, County and State blasting requirements and for any damages caused by his or her operations.

In accordance with State Labor Code Section 6705, the Contractor shall submit to the City specific plans to show details of provisions for worker protection from caving ground. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by the Contractor or the Contractor's subcontractors. The detailed Plan showing design of shoring, bracing, sloping or other provisions shall be prepared by a registered civil or structural engineer in the State of California as required. Acceptance by the City or its designated agent only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the Plans, which are solely the responsibility of the Contractor and his or her registered engineer.

Notwithstanding any classifications relative to the Tunnel Safety Orders, Work within confined spaces on this project is subject to the definitions and applicable provisions of California Code of Regulations Section 8400 et seq., Title 8.

The Contractor shall so perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction. Contractors or subcontractors removing one hundred (100') or more square feet of asbestos must be "Certified" in accordance with State law. All Work involving exposure to asbestos and all other hazardous materials shall be performed with protection of personnel in compliance with all applicable regulations and safety requirements.

Nothing in these General Conditions is to be construed to permit Work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor tight or explosion proof electrical installation is required by code, this shall be provided. In accordance with the provisions of Labor Code Section 6707, the Contractor shall provide adequate sheeting, shoring and bracing for employee protection, as provided in his proposal as separate Bid Items.

5-1.08 **APPRENTICES.** Attention is directed to Labor Code Sections 1777.5, 1777.6 and 1777.7 and Title 8, California Code of Regulations Section 200 et seq. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor should, where some questions exist, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California, or one of its branch offices prior to commencement of Work on the public works Contract. Responsibility for compliance with this section lies with the prime Contractor.

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

5-1.09 **FAIR LABOR STANDARDS ACT.** Attention is invited to the fact that the City has been advised by the Wage and Hour Division, U.S. Department of Labor, that Contractors engaged in construction Work are required to meet the provisions of the Fair Labor Standards Act of 1958 and as amended (52 Stat. 1060).

5-1.10 **WORKERS' COMPENSATION.** Pursuant to the requirements of Labor Code Section 1860, the Contractor will be required to secure the payment of workers' compensation to his employees in accordance with the provisions of Labor Code Section 3700.

Prior to the commencement of Work, the Contractor shall sign and file with the Director a certification in the following form:

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

5-1.11 **AIR POLLUTION CONTROL AND ASBESTOS.** The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Government Code Section 11017.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the applicable Air Quality Management District. All containers of solvent, paint, thinner, curing compound or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

Unless otherwise provided in the Supplemental Conditions, material to be disposed of shall not be burned, either inside or outside the Premises.

The Contractor shall comply with all rules, regulations, statutes and ordinances regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601 and 40 C.F.R. Part 61, Subpart M.

If the Contractor discovers that a building to be demolished or renovated contains asbestos containing material, the Contractor shall immediately cease Work and notify the City.

5-1.12 **USE OF PESTICIDES.** The Contractor shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the Work on the Contract.

Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weed, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered as pesticide.

5-1.13 **SOUND CONTROL REQUIREMENTS.** The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract. Work shall not begin before 7 a.m. nor occur after 7 p.m.

Each internal combustion engine, used for any purpose on the Work or related to the Work, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said muffler.

ENVIRONMENTAL CLEARANCES; MITIGATION**MONITORING PROGRAMS; AND REGULATORY AGENCY PERMIT**

REQUIREMENTS. The Department will obtain all environmental clearances and other authorizations necessary for this project as set forth in the Contract Documents. The Contractor shall comply with the provisions, including giving notices during construction when required, of said authorizations. In the event the obtaining of said authorizations delays completion of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

Contractor shall comply with: 1) all mitigation identified in the mitigation monitoring program (attached to and adopted as a component of the mitigated negative declaration or Environmental Impact Report) to mitigate impacts to protected natural resources; and 2) all related permit requirements issued by the regulatory agencies authorizing the project. Contractor shall defend, indemnify, and save and hold harmless the CITY, its officers, agents, and employees from any fines, claims, suits, actions or regulatory sanctions of every name, kind and description brought forth, or on account of, damage to protected natural resources from or arising out of Contractor's negligence or willful misconduct in the performance of this Agreement.

5-1.15 **PERMITS AND LICENSES.** The Contractor shall procure all permits and licenses in coordination with the Director and give all notices necessary and incident to the due and lawful prosecution of the Work. All permits and licenses shall be obtained in sufficient time to prevent delays to the Work. All fees and connection charges specifically related to the Work shall be paid by City. The Contractor shall obtain and maintain a City business license.

5-1.16 **WATER POLLUTION.** The Contractor shall comply with all water pollution control rules, regulations, ordinances and statutes which apply to any Work performed

pursuant to the Contract, including any water pollution control rules, regulations, and statutes, specified by the most current State of California NPDES General Permit for Stormwater Discharges Associated with Construction Activity.

The Contractor shall take all necessary precaution to protect streams, vernal pools, ponds, and lakes from pollution with fuels, oils, bitumen, and other harmful materials as consistent with the law. Also, the Contractor shall conduct and schedule operations so as to avoid discharging pollutants, such as but not limited to: sediment and silt to the storm drain system. The storm drain system consists of all facilities that are designed to convey stormwater to the Waters of the State as defined in the California Water Code. The storm drain system includes, but is not limited to, all streets, gutters, drain inlets, roadside ditches, streams, vernal pools, ponds, and lakes.

5-1.17 **PROTECTION AND USE OF PROPERTY.** The Contractor shall be responsible for and provide and maintain all proper temporary walks, roads, guards, railings, lights, warning signs, and take precaution at all times to avoid injury or damage to any person or any property, and upon completion of the Work, or at other times as directed, restore Premises and adjacent property to a proper condition. In the event of such injury or damage, Contractor shall report such injury and damage to City within 48 hours of occurrence.

The Contractor shall protect adjoining property and nearby buildings, including City buildings, City roads, and public streets or roads, from dust, dirt, debris, or the nuisance arising out of the Contractor's operations or storage practices, and, if ordered by the Director, the Contractor shall provide and install suitable safeguards, approved by the Director, to protect such objects from damage. If such objects are damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense.

If the Contractor damages any buildings, roads or other property which belong to the City, or any Department or agency thereof, then the Director, at his or her option, may retain from the money due under the Contract an amount sufficient to insure repair of the damage.

The Director may make or cause to be made such temporary repairs as are necessary to restore to service any such damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due the Contractor under the Contract.

5-1.18 **RESPONSIBILITY FOR DAMAGE.** The City of Roseville, its officers, agents, employees, and volunteers, including but not limited to the Director and the City Director, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, his or her workers, or anyone employed by the Contractor or the Contractor's subcontractors.

The Contractor shall be responsible for any liability imposed by law and for injuries to, or death of, any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions, or from any cause whatsoever during the progress of the Work or at any time before its completion and final Acceptance.

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save harmless the City of Roseville, and its officers, Directors, agents, subcontractors, employees, and volunteers from all claims, suits or actions of every name, kind and description, brought forth, or on account of, injuries to or death of any

person including, but not limited to, workers and the public, or damage to property resulting from the performance of the Contract, except as otherwise provided by statute. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Civil Code Section 2778.

The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

It is the intent of the parties that the Contractor will defend, indemnify, and hold harmless the City of Roseville, and its officers, agents, employees, and volunteers from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence whether active or passive, primary or secondary on the part of the City, the Contractor, the subcontractor or employee of any of these, except that such duty does not apply where the injury or damage is due to the sole or active negligence of the City.

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

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the Department may be retained by the City until disposition has been made of such suits or claims for damages.

The retention of money due the Contractor shall be subject to the following:

A. The City will give the Contractor thirty (30) Days notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to

Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 7-1.05, "Partial Payments," of these General Conditions.

C. If the City has retained funds and it is subsequently determined that the City is not entitled to be indemnified and saved harmless by the Contractor in connection with matter for which such retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

5-1.19 **INSURANCE COVERAGE.**

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

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies licensed to do business in the State of California and who hold a current policy holders alphabetic and financial

size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required. Commercial General Liability, automobile liability, and workers' compensation insurance shall be maintained as follows:

- | | | |
|----|---|--|
| 1. | Commercial General Liability for
Minor Construction Projects
(Projects under \$1,000,000) | \$2,000,000 each occurrence
\$4,000,000 aggregate
Personal Injury:
\$2,000,000 each occurrence
\$4,000,000 aggregate |
| | Commercial General Liability for
Major Construction Projects
(Projects over \$1,000,000) | \$5,000,000 each occurrence
\$10,000,000 aggregate
Personal Injury:
\$5,000,000 each occurrence
\$10,000,000 aggregate |

The Commercial General Liability policy shall include coverage or endorsements for:

- a. Completed operations.
- b. Losses related to independent contractors, products and equipment.
- c. Explosion, collapse and underground hazards.

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

- a. Inclusion of the City of Roseville, and its officers, agents, employees and volunteers, as additional insured (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the Insurance Services Office ("ISO") CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsements must include coverage for on-going and completed operations. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. Cross liability and severability of interest clauses providing that the insurance applies separately to each insured except with respect to the limits of liability.

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

d. Such insurance shall specifically cover the contractual liability of the CONTRACTOR.

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

f. Waiver of subrogation endorsement.

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

SPECIAL NOTICE - CLAIMS MADE COVERAGE:

Liability insurance coverage may not be written on a "claims made" basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

2. Comprehensive Automobile Liability for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles.

3. Statutory Workers' Compensation and Employer's Liability Insurance. including a waiver of subrogation endorsement and a Broad Form "All-States" Endorsement; for all employees engaged in services or operations under the Contract. The employer's liability insurance shall provide limits of not less than One Million Dollars (\$1,000,000) per occurrence. Both the workers' compensation and employer's liability policies shall contain the Insurer's waiver of subrogation in favor of the City, its officers, agents, employees, and volunteers.

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

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

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a

magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

5-1.19(A) **OTHER INSURANCE PROVISIONS.**

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

B. The City acknowledges that some insurance requirements contained in the Contract Conditions may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions (“SIR”) must be declared on the certificate of insurance and approved by CITY in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right..

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this

Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

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

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

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

5-1.20 **THIRD PARTY BENEFICIARY.** Nothing in the Contract is intended to make the public or any member thereof a third party beneficiary hereunder, nor is any term

and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

5-1.21 **OCCUPANCY BY THE DEPARTMENT PRIOR TO**

ACCEPTANCE. The Department reserves the right to occupy all or any part of the project prior to completion of the entire Contract, upon written order therefor. In such event, the Contractor will be relieved of responsibility for any injury or damage to such part as results from such occupancy and use by the Department. If the Contractor carries insurance against damage to such Premises or against liability to third persons covering the Premises so used and occupied by the Department, and of such occupancy results in increased premiums for such insurance, the Department will pay to the Contractor the added cost for such insurance during the period of occupancy.

Such occupancy does not constitute Acceptance by the Director either of the complete Work or of any portion thereof, nor will it relieve the Contractor of full responsibility for correcting defective Work or materials found at any time before the formal written Acceptance of the entire Contract by the Director or during the full guarantee period after such Acceptance, as provided in Section 7-1.09, "Guarantee," of these General Conditions.

5-1.22 **RIGHT TO OPERATE UNSATISFACTORY EQUIPMENT.** If, after installation, the operation or use of the facilities or equipment to be furnished under this Contract proves to be unsatisfactory to the Director, the City shall have the right to operate and use such facilities until they can, without damage to the City, be taken out of service for correction or replacement. Such period of use of the defective facilities, pending correction or replacement, shall in no way decrease the guarantee period required for the acceptable corrected or replaced items of materials or equipment.

5-1.23 **CONTRACTOR'S RESPONSIBILITY FOR THE WORK.** Except as

otherwise provided herein, the Contractor shall have the charge and care of the Work and shall bear the risk of injury or damage to any part of the Work by the action of the elements or from any other cause whether arising from the execution or from the nonexecution of the Work until the Acceptance of the Contract by the Director. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and Acceptance, and shall bear the expense thereof. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for the Work and he shall also be responsible for all materials, and shall properly store them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

The Contractor will be relieved of responsibility for any injury or damage to the Work caused by the following:

A. An earthquake in excess of a magnitude of 3.5 on the Richter Scale or a tidal wave, when the effect of such has been proclaimed a disaster or state of emergency by the Governor of the State of California or by the President of the United States, or was of such magnitude at the site of the Work as to have been sufficient to have caused a proclamation of disaster or state of emergency, had it occurred in a populated area.

B. Occupancy and use by the Department or the public prior to the completion of the entire project.

C. Acts of the Federal Government or the public enemy.

5-1.24 **RESPONSIBILITY FOR UTILITIES.** The Contractor shall be responsible at his or her own cost for any and all Work, expense or special precautions caused or required by the existence or proximity of utilities encountered in performing the Work, including

without limitation, repair of any or all damage and all hand or exploratory excavation required. The Contractor is cautioned that such utilities may include communication cables or electrical cables which may be high voltage, and when working or excavating in the vicinity of such cables, or the ducts enclosing such cables, the Contractor shall observe at his or her own cost any special precautions required. Suitable warning signs, barricades, and safety devices shall be erected as necessary or required.

However, if during the course of the Work the Contractor encounters utility installations which are not shown or indicated in the Contract Documents or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination, then the Contractor shall promptly notify the Director in writing. Where necessary for the Work of the Contract, the Director shall issue a written order to the Contractor to make such adjustments, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. The Contractor shall perform the Work described in such written order, and compensation therefor will be made in accordance with Section 3 of these General Conditions relating to changes in the Work. Except for the items of cost specified in said Section 3, the Contractor shall receive no compensation for any other cost, damage delay, interference, or hindrance to him or her due to the presence of such utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions for the Director, then he or she shall be liable for any or subsequent to discovery thereof, and he or she shall repair and make good such damage at his or her own cost.

The precise location of underground facilities can only be determined by careful probing or hand digging in compliance with Article 6 of the OSHA Construction Safety Orders which states in part:

"Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by careful probing or hand digging, and, when it is uncovered, adequate protection shall be provided for the existing installation."

The location of known existing utilities and pipelines are shown on the Drawings in their approximate locations. Some of the locations include multiple conduits. The Contractor shall exercise care in avoiding damage to those facilities which are to remain in service subsequent to the construction of the particular new facility involved and he or she will be held responsible for their repair if damaged. The Contractor shall also exercise care in maintaining those pipes and facilities required for continuing operation of the existing facilities until such time as they can be abandoned. There is no guarantee that all utilities or obstructions are shown or that the locations indicated are accurate.

The Contractor shall exercise extreme caution in working in the area adjacent to the existing pipelines and utility services. It is essential that all the existing facilities be maintained in service. Construction of the connections between the existing facilities and the new facilities shall be at times and during periods acceptable to the City. The Contractor shall advise the Director in writing of his proposed construction schedule for these connections at least forty-eight (48) hours in advance.

The Contractor shall uncover all piping and conduits, to a point one foot (1') below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines

shall be laid to such grade as to clear all existing facilities which are to remain in service. If the Contractor does not expose all required utilities, he shall not be entitled to additional compensation for Work necessary to avoid interferences nor for repair to damaged utilities. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury or damage to workers and to the electrical ducts or conduits.

5-1.25 **PROPERTY RIGHTS IN MATERIALS.** Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or soil or after partial payment has been made as provided in Section 7-1.05, "Partial Payment," of these General Conditions for material delivered on the ground or stored subject to or under the control of the City and unused. All such material shall become the property of the City upon being so attached or affixed or upon payment for materials delivered on the ground or stored subject to or under the control of the City and unused, as provided in said Section 7-1.05.

5-1.26 **COURT ORDERED DELAY.** If, pursuant to court order, the Department temporarily suspends performance of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

5-1.27 **NO PERSONAL LIABILITY.** Neither the Director, nor any other officer or authorized employee of the City shall be personally responsible for any liability arising under the Contract.

5-1.28 **PATENTS.** The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work, and agrees to indemnify and save harmless the City, and its duly authorized representatives, from all

suits at law, or in equity, and actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes.

5-1.29 **PAYMENT OF TAXES.** The Contract price paid for the Work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Department, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

5-1.30 **COOPERATION.** Should construction be under way by City forces or other forces or by other Contractors within or adjacent to the limits of the Work or should Work of any other nature be under way by such forces within or adjacent to said limits, the Contractor shall cooperate with all such forces to the end that any delay, interference or hindrance to their Work will be avoided. The right is reserved to perform other or additional Work at or near the site at any time, by the use of such forces.

5-1.31 **DIGGING TRENCHES OR OTHER EXCAVATIONS.** In the event any work involves digging trenches or other excavations that extend deeper than four feet below the surface City and Contractor shall comply with the following:

A. The Contractor shall promptly, and before the following conditions are disturbed, notify City in writing of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those made available to Contractor for inspection as provided in the project proposal.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the contract.

B. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a Change Order under the procedures described in the contract.

C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

5-1.32 **CONTRACTOR REGISTRATION.** No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, the Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SECTION 6

PROSECUTION AND PROGRESS

6-1.01 **SUBLETTING AND SUBCONTRACTING.** The Contractor shall be responsible for all Work performed under the Contract. All persons engaged in the Work will be considered as employees of the Contractor. The Contractor shall give his or her personal attention to the fulfillment of the Contract and shall keep the Work under his or her control. When any subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the Director, that subcontractor shall not again be employed on the Work. Although the sections of the Contract may be arranged according to various trades, or general grouping of the Work, the Contractor is not obligated to sublet the Work in such manner. The Director will not arbitrate disputes among subcontractors or between Contractor and one or more subcontractors concerning responsibility for performing any part of the Work.

The Contractor shall not substitute any person as subcontractor in place of a subcontractor listed on his bid proposal without the written approval of the Director. Substitutions must be in accordance with the provisions of the "Subletting and Subcontracting Fair Practices Act" beginning with Public Contract Code Section 4100. Violations of this Act by the Contractor may subject him or her to penalties which may include cancellation of Contract, assessment of ten percent (10%) of the subcontractor's bid, and disciplinary action by the State Contractors' License Board.

6-1.02 **ASSIGNMENT.** The performance of this Contract may not be assigned, except upon the written consent of the City Council of the City of Roseville. Consent will not be given to any proposed assignment which would relieve the original Contractor or his surety of

their responsibilities under the Contract nor will the Director consent to any assignment of a part of the Work under the Contract.

The Contractor may assign moneys due or to become due to him or her under the Contract and such assignment will be recognized by the Department, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper set-offs in favor of the Department and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the Department for the completion of the Work in the event that the Contractor should be in default therein.

6-1.03 **BEGINNING OF WORK.** The Contractor shall begin Work within fifteen (15) Days after receiving Notice to Proceed from the Director and shall diligently prosecute the same to completion within the time limit provided in the Supplemental Conditions.

The Contractor shall notify the Director, in writing, of his or her intent to begin Work at least seventy-two (72) hours before Work is begun. The notice shall be delivered to the Director and shall specify the date the Contractor intends to start. If the project has more than one location of Work, a separate notice shall be given for each location.

Should the Contractor begin Work in advance of receiving notice that the Contract has been approved as above provided, any Work performed by him or her in advance of the said date of approval shall be considered as having been done by the Contractor at his or her own risk and as a volunteer unless said Contract is so approved.

6-1.04 **PROGRESS SCHEDULE.**

A. **Preliminary Progress Schedule:** The Contractor shall submit to the Director, within twenty (20) Days after date of the Notice to Proceed, a Preliminary Progress

Schedule covering the Contractor's activities over the first three (3) months of operation in detail and the remainder of the project in summary. The Preliminary Progress Schedule shall schedule the project within the calendar Days set forth above for completion of the Work, and shall be subject to favorable review by the Director.

B. CPM Schedule: The Contractor shall submit an acceptable Critical Path Method (CPM) Schedule to the Director within thirty (30) Days after the receipt of the Notice to Proceed. Subsequent revisions to said schedule shall be submitted as set forth hereinafter. The requirement for the CPM schedule is included to allow for adequate planning and execution of the Work, to determine the critical nature of delays, and to assist the Director in appraising the reasonableness of the proposed schedule and evaluating progress of the Work. The CPM schedule submitted under this Section shall utilize a critical path method (CPM) format, either the precedence or arrow diagramming method. The definitions of CPM terms and functions shall be as provided in the Associated General Contractors of America book "CPM in Construction, A Manual for General Contractors," or a favorably reviewed alternative publication or reference. No progress payment will be made prior to submission and Acceptance of the CPM Schedule.

1. The CPM schedule system shall consist of diagrams and accompanying mathematical analyses. The diagrams shall show elements of the project in detail and an entire project summary. Diagrams shall show the order and interdependence of activities and sequence in which the Work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities. Detailed network activities shall include, in addition to construction

activities, the submittal and favorable review of samples of material and shop Drawings, the procurement of critical materials and equipment, fabrication of special material and equipment, and their installation and testing. All activities of the City and the Director that affect progress and required Contract dates for completion of all or parts of the Work shall be shown. The selection and number of activities shall be subject to favorable review by the Director. Summary networks shall be time scaled. Durations shall be in Days and shall not exceed fifteen (15) Days, except for submittal and delivery items. Where the duration of continuous Work exceeds fifteen (15) Days, Work items in the construction schedule shall be subdivided by location, approximate stationing or other sub-element of the Work.

The graphic network diagram shall include for each activity, the description, activity number, the estimated duration in Days, and all activity relationship lines. The network diagram shall be drawn for the early start of activities. All significant submittals shall be scheduled along with manual submittals and training on all large or critical pieces of equipment. If the precedence technique is utilized, the schedule project shall include a calendar in Work Days, a network report sorted by early start and a logic table report sorted by preceding Work item. If the arrow technique is utilized, the schedule report shall include a calendar in Work Days, a network report sorted by early start, a network report sorted by I-J numbers, and a network sorted by slack time and I-J numbers.

2. The critical path shall be shown on all reports and on the graphic network diagram. The activities which constitute the critical path shall be identified.

3. The mathematical analysis of the network diagram shall include a tabulation of each activity. The following information shall be furnished as a minimum for each activity:

- (a) preceding and following event numbers
- (b) activity description and number
- (c) estimated duration of activities
- (d) earliest start date (by calendar date)
- (e) earliest finish date (by calendar date)
- (f) actual start date (by calendar date)
- (g) actual finish date (by calendar date)
- (h) latest start date (by calendar date)
- (i) latest finish date (by calendar date)
- (j) slack or float
- (k) percentage of activity completed

4. The program shall be capable of accepting revised completion dates as modified by approved time adjustments and recomputations of all tabulation dates and float accordingly.

5. Submission and review of the system shall be as follows:

(a) The complete network analysis system, consisting of the detailed network mathematical analysis and network diagrams, shall be submitted within thirty (30) calendar Days after receipt of Notice to Proceed.

(b) The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Director. Any revisions necessary as a result of this review shall be resubmitted for review by the Director within ten (10) calendar Days. When completed, the favorably reviewed schedule shall then be the schedule to be used by the Contractor for planning, organizing

and directing the Work and for reporting progress. If the Contractor thereafter desires to make significant changes in his or her method of operating and scheduling, he or she shall notify the Director in writing stating the reasons for the change.

(c) The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty (30) Days ending around the 20th of each month. The monthly reports shall be submitted within ten (10) calendar Days of the end of the reporting period.

(1) If the project is proceeding on schedule, the monthly update report may consist of a marked-up copy of the graphical network diagram. This submittal shall clearly indicate the status of any minor shifts in sequence or schedule and the estimated completion date or percent complete of all activities currently in progress. The Contract completion date shall also be indicated. The Contractor shall submit a narrative report relating to status of construction, the schedule, and factors which may affect the remainder of the schedule. The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the Work actually completed and scheduled as of the report date and the progress along the critical path in terms of Days ahead or behind the allowable dates.

(2) If, in the opinion of the Director, the project is behind schedule, the monthly report shall include a revised network

diagram and/or mathematical analysis showing the Contractor's proposed revised schedule. An analysis of the effect that the delay has on progress along other paths shall also be included in the report. The Contractor shall also submit a narrative report with each updated analysis which shall include but not to be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

(3) Periodic report shall be submitted in sufficient copies to cover Contractor needs plus five (5) copies and an available electronic copy to be retained by the Director.

6. To the extent that the favorably reviewed initial Construction Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the Director. Any omission of Work from the detailed schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing such Work within any applicable completion date. The CPM schedule shall be generated by computer methods.

C. Schedule Review: Once each month, on a date mutually agreed upon, but no later than seven (7) working Days after the monthly schedule progress report date, a jobsite meeting will be held to review the Construction Schedule and job progress. The Contractor shall also attend weekly meetings scheduled by the Director to review the progress of the Work in the preceding week and in the subsequent week, coordinate the Work with public agencies or other Contractors as required, and allow the Director to plan his activities for testing, inspection, etc.

D. Schedule Revisions: The conditions under which the Director will require revisions of the Construction Schedule include the following:

1. When delay in completion of any Work item or sequence of Work items results in an estimated extension of project completion by either twenty (20) working Days or by ten percent (10%) of the remaining duration of time to complete the Contract, whichever is less.

2. When delays in submittals or deliveries make replanning or rescheduling of the Work necessary.

3. When the schedule does not represent actual prosecution and progress of the Work.

4. When any change to the sequence of activities, the completion date for major portions of the Work, or when changes occur which affect the critical path.

5. When Contract Amendments or a Change Order necessitates schedule revision, the Contractor shall submit a schedule analysis of all Change Order Work with his or her proposal.

E. Cash Flow Projection: A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

F. Schedules showing project completion dates earlier than specified in the Supplemental Conditions will be rejected unless justification can be provided for early completion.

6-1.05 **SCHEDULE OF VALUES.** Prior to preparation of the first estimate for a progress payment, the Contractor shall submit for favorable review by the Director a detailed

Schedule of Values or cost breakdown of the Work under each bid item awarded. The breakdown will then become the basis for partial payment determination. Elements of Work shall be grouped by structure, pipeline, system, etc. Within each grouping, Work should be itemized by readily measurable quantities of Work complete in place. For example, concrete should be in units of cubic yards including form Work and reinforcing steel. Move-on costs, bond and insurance costs, and Overhead costs shall not be considered an item of cost for this purpose but shall be prorated over items of Work. In the event the Schedule of Values is not favorable reviewed by the Director, another Schedule of Values shall be submitted that is mutually acceptable to the Contractor and the Director.

6-1.06 **TEMPORARY SUSPENSION OF WORK.** The Director shall have the authority to suspend the Work wholly or in part, for such period as he or she may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work, or for such time as he or she may deem necessary due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract.

The Contractor shall immediately comply with the written order of the Director to suspend the Work wholly or in part. The suspended Work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Director.

If a suspension of Work is ordered by the Director, due to normal inclement weather, or due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the Contract, the Days on which the suspension order is in effect shall not entitle the Contractor to an extension of time.

If any delay to the current controlling operation or operations is caused the Contractor by specific order of the Director to stop Work due to any reason other than those described in the preceding paragraph, and such suspension of Work is without the fault or negligence of the Contractor, such delay, if it affects construction tasks which are considered to be "controlling" on the construction schedule, will entitle the Contractor to an equivalent extension of time, except as otherwise provided in the paragraphs herein covering "Termination of Contract." Application for extension of time shall be presented in writing to the Director within fifteen (15) Days of start of delay and shall be accompanied by the formal consent of the Sureties, but an extension of time, whether with or without such consent, shall not release the Sureties from their obligation which shall remain in full force until the discharge of the Contract. The decision of the Director with regard to such requests shall be final.

In the event of a suspension of Work under any of the conditions set forth in this Section 6-1.06, such suspension of Work shall not relieve the Contractor of his or her legal responsibilities as set forth in these General Conditions.

6-1.07 **TIME OF COMPLETION.** The Contractor shall complete the entire Work, including installation, repairs, startup, troubleshooting, painting, and touchup, training, submittal or record Drawings, and manuals, cleanup, demolition, and all other Work within the number of calendar Days set forth in the Supplemental Conditions. The time for completion includes an allowance for working time lost due to normal inclement weather.

Extensions of time may be allowed for unusual inclement weather under the provisions hereinafter described. Unusual inclement weather is weather which adversely affects "controlling" operations or the critical path of construction and which meets one of the following criteria:

A. For the particular calendar month in question, the number of individual Days with rainfall exceeding 0.10 inches exceeds the average number of such Days for that month over the immediately preceding five (5) years of record by at least three (3) Days.

B. For the particular calendar month in question, the total cumulative rainfall for that month exceeds the average cumulative rainfall for that month over the immediately preceding five (5) years of record by at least two (2") inches.

Rainfall shall be measured at a publicly operated, maintained, and reported station in reasonable proximity to the construction site. A claim for delay shall indicate the period of rainfall which is claimed as "unusual," the specific dates during which the unusual rainfall and subsequent wet soil conditions prevented Work, and the specific critical path tasks adversely affected by such unusual weather. A claim for delay due to unusual inclement weather shall be filed within ten (10) Days of the apparent end of the unusual inclement rainfall period, whether or not the monthly totals are available at that time. The burden of proof that weather meets the criteria for unusual weather shall be solely the responsibility of the Contractor.

It is the responsibility of the Contractor to order materials required for the Work properly and promptly on Notice to Proceed. If evidence presented demonstrates that, in spite of the Contractor's efforts, government-established priorities controls delay material deliveries, suitable extension of time will be made.

If performance of extra Work ordered by the City or failure of the City to provide the necessary site for installation affects construction tasks which are "controlling" or which are on the "critical path" of the construction schedule, suitable extensions of time will be made.

The Contractor shall not be entitled to a time extension for delays in activities on non-critical paths of the favorably reviewed schedule unless the duration of the excusable delay

exceeds the total float of the activities being delayed. If the duration of an excusable delay does exceed the total float of the activities affected by the delay, the Contractor shall be entitled to an extension equal to the difference.

C. Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom, shall be made by the Director or their designee.

6-1.08 **LIQUIDATED DAMAGES.** It is agreed by the parties to the Contract that in case all the Work called for under the Contract in all parts and requirements is not finished or completed within the number of calendar Days as set forth in the Supplemental Conditions, damage will be sustained by the City and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the monetary amount indicated in the Supplemental Conditions in dollars (U.S.) per day for each and every calendar day of delay in finishing the Work in excess of the number of Days prescribed; and the Contractor agrees to pay said Liquidated Damages herein provided for, and further agrees that the Department may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.

It is further agreed that in case the Work is not finished and completed in all parts and requirements within the number of Days specified, the Director shall have the right to increase the number of Days or not, as he or she may deem best to serve the interest of the City, and if he or she decides to increase the said number of Days, he or she shall further have the right to charge to the Contractor, his or her heirs, assigns or sureties and to deduct from the final payment for the Work all of any part, as he or she may deem proper, of the actual cost of

engineering, inspection, superintendence, and other Overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that cost of preparation of final statement shall not be included in such charges.

The Contractor will be granted an extension of time and will not be assessed with Liquidated Damages or the cost of engineering and inspection for any portion of the delay in completion of the Work beyond the time named in the Supplemental Conditions for the completion of the Work caused by acts of God or of the public enemy, fire, floods, tidal waves, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, freight embargoes, and unusual inclement weather as described in Section 6-1.07; provided, that the Contractor shall notify the Director in writing of the causes of delay within fifteen (15) Days from the beginning of any such delay. The Director shall ascertain the facts and the extent of the delay, and his or her findings thereon shall be final and conclusive.

No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Director documentary proof that he or she has diligently made every effort to obtain such materials from all known sources within reasonable reach of the Work and further proof in the form of supplementary progress schedules, as required in Section 6-1.04, "Progress Schedule" of these General Conditions that the inability to obtain such materials when originally planned, did in fact cause a delay in final completion of the operations. Only the physical shortage of material will be considered under these provisions as a cause for extension of time.

If the Contractor is delayed in completion of the Work by reason of changes made under Section 3, "Changes in the Work," of these General Conditions or by any act of the Director or of the Department, not contemplated by the Contract, an extension of time commensurate with the

delay in completion of the Work thus caused will be granted and the Contractor shall be relieved from any claim for Liquidated Damages, or engineering and inspection charges or other penalties for the period covered by such extension of time; provided that the Contractor shall notify the Director in writing of the causes of delay within fifteen (15) Days from the beginning of any such delay. The Director shall ascertain the facts and the extent of the delay.

It is the intention of the above provisions that the Contractor shall not be relieved of liability for Liquidated Damages or engineering and inspection charges for any period of delay in completion of the Work other than that expressly provided for in this Section 6-1.08. Progress payments made after the completion date shall not be construed as a waiver of Liquidated Damages.

6-1.09 **CLAIMS FOR EXTRA COMPENSATION FOR DELAYS.** It is understood and agreed by the City and the Contractor that the Contractor will incur Overhead costs for temporary facilities, superintendence, home office Overhead, and similar cost items, and that the costs of such Overhead for the full Contract period through the specified completion date are included in the Contractor's lump sum bid amounts included in his accepted Proposal. No additional compensation will be made to the Contractor for claims of increased Overhead costs occurring within the originally specified construction Contract period plus any time extensions granted by Change Order.

6-1.10 **TERMINATION.**

6-1.10A **TERMINATION OF CONTRACT – “CONVENIENCE OF CITY.”**

The Department reserves the right to terminate the Contract at any time if the Director determines that to do so would be in the best interest of the City.

Termination of the Contract and the total compensation payable to the Contractor in the event of termination shall be governed by the following:

1. The Director will issue the Contractor a written notice signed by the Director, specifying that the Contract is to be terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the Director, the Contractor shall:

(a) Stop all Work under the Contract except that specifically directed to be completed prior to Acceptance.

(b) Perform Work the Director deems necessary to secure the project for termination.

(c) Remove equipment from the site of the Work.

(d) Take such action as is necessary to protect materials from damage.

(e) Notify all subcontractors and suppliers that the Contract is being terminated and that their Contracts or orders are not to be further performed unless otherwise authorized in writing by the Director.

(f) Provide the Director with an inventory list of all material previously produced, purchased or ordered from suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the Director may request.

(g) Dispose of material not yet used in the Work as directed by the Director. It shall be the Contractor's responsibility to provide the City with good title to all materials purchased by the City hereunder, including material for which partial payment has been made as provided in Section 7-1.05, "Partial Payments,"

of these General Conditions and with bills of sale or other documents of title for such materials.

(h) Subject to the prior written approval of the Director, settle all outstanding liabilities and all claims arising out of subcontracts or orders for material terminated hereunder. To the extent directed by the Director, the Contractor shall assign to the Department all the right, title and interest of the Contractor under subcontracts or orders for materials terminated hereunder.

(i) Furnish the Director with the documentation required to be furnished by the Contractor under the provisions of the Contract including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Contract.

(j) Take such other actions as the Director may direct.

2. Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:

The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 7-1.05, "Partial Payments," of these General Conditions and for materials furnished by the City for use in the Work and unused shall terminate when the Director certifies that such materials have been stored in the manner and at the locations he or she has directed.

The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the Contract is to

be terminated shall terminate when title and delivery of such materials has been taken by the City.

When the Director determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other Work as may have been ordered to secure the project for termination, he or she will recommend that the Director formally accept the Contract, and immediately upon and after such Acceptance by the Director, the Contractor will not be required to perform any further Work thereon and shall be relieved of his or her Contractual responsibilities for injury to persons or damage to property which occurs after the formal Acceptance of the project by the Director.

3. The total compensation to be paid to the Contractor shall be determined by the Director on the basis of the following:

(a) The reasonable cost to the Contractor, without profit, for all Work performed under the Contract, including mobilization, demobilization and Work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project Overhead and general administrative Overhead not to exceed a total of seven percent (7%) of Direct Costs of such Work.

(b) A reasonable allowance for profit on the cost of the Work performed as determined under Subsection (a), provided the Contractor establishes to the satisfaction of the Director that it is reasonably probable that he or she would have made a profit had the Contract be completed and

provided further, that the profit allowed shall in no event exceed four percent (4%) of said cost.

(c) The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Department or otherwise disposed of as directed by the Director.

(d) A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's subcontractors, necessary to determine compensation in accordance with this Section shall be open to inspection or audit by representatives of the Department at all times after issuance of the notice that the Contract is to be terminated and for a period of three (3) years, and such records shall be retained for that period.

After Acceptance of the Work by the Director, the Director may make payments on the basis of interim estimates pending issuance of the Final Statement, when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

The provisions of this Section shall be included in all subcontracts.

6-1.10B **TERMINATION OF CONTROL - "DEFAULT OF**

CONTRACTOR." Failure to supply an adequate working force, or material of proper quality, or in any other respect to prosecute the Work with the diligence and force specified by the Contract, is grounds for termination of the Contractor's control over the Work and for taking over the Work by the City. Contractor shall take such action as is reasonably necessary to protect materials from damage and safely secure the site, as directed by City.

SECTION 7

ACCEPTANCE AND PAYMENT

7-1.01 **ACCEPTANCE.** The Contract will be accepted by Resolution of the City Council of the City of Roseville, and a Notice of Completion will be caused to be recorded by the City Clerk, when the whole shall have been completed in all respects in accordance with the provisions of the Contract Documents to the full satisfaction of the Department.

7-1.02 **SCOPE OF PAYMENT.** The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the Acceptance by the Director and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract; and for completing the Work according to the Contract. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or material.

No compensation will be made in any case for loss of anticipated profits.

7-1.03 **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to the payment of any additional compensation for any act or failure to act by the Director, including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless he or she shall have given the Director due written Notice

of Potential Claim as hereinafter specified, provided, however, that compliance with this Section 7-1.03 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 3, "Changes in the Work," or Section 6-1.07, "Time of Completion," or the notice provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions.

The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said Notice as above required must have been given to the Director prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Director, or in all other cases within fifteen (15) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

It is the intention of this Section 7-1.03 that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he or she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written Notice of Potential Claim as herein required was filed.

The claims process specified in this Section 7-1.03 does not supplant the requirement to present a statutory claim as required by the Government Claims Act, Cal. Gov't Code § 905, prior to the filing of an action.

7-1.04 **STOP PAYMENT NOTICES.** The City, by and through the Department or other appropriate office or officers, may at its option and at any time retain out of any amounts

due the Contractor, sums sufficient to cover claims, filed pursuant to Civil Code Section 9350 et seq..

7-1.05 **PARTIAL PAYMENTS.** The Contractor, once in each month shall prepare a request for partial payments, for approval by the Director. The estimate shall include the total amount of Work done and acceptable materials, provided such acceptable materials meet the conditions set forth in Section 7-1.06.

The Department shall retain five percent (5%) of such estimated value of the Work done and five percent (5%) of the value of materials so estimated to have been furnished, delivered and unused or furnished and stored as described in Section 7-1.06, as partial security for the fulfillment of the Contract by the Contractor.

The Department shall pay monthly to the Contractor, while carrying on the Work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of the Director, the Work is not proceeding in accordance with the provisions of the Contract, or when in his or her judgment the total value of the Work done since the last estimate amounts to less than Three Hundred (\$300) Dollars.

No such estimate or payment shall be construed to be an Acceptance of any defective Work or improper materials.

Attention is directed to the express prohibition against payment to unlicensed Contractors, the provisions of which are set forth in Section 1-1.02, "Competency of Bidders," of the Instruction to Bidders.

7-1.06 **PAYMENT FOR MATERIALS AND EQUIPMENT ON HAND.**
Partial payments may be made to the extent of seventy-five percent (75%) of the delivered cost

of materials and equipment to be incorporated in the Work, provided that such materials meet the requirements of the Contract Documents and are delivered to acceptable sites on the plant site or at other sites in the vicinity that are acceptable to the City. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

A. Equipment and materials will only be eligible if given conditional or final Acceptance by the Director and are in apparent compliance with favorably reviewed shop Drawings.

B. Only equipment or materials which have received favorable review of shop Drawings will qualify.

C. The material or equipment has been stored or stockpiled adequately protected against damage in a manner acceptable to the Director at an approved site.

D. The Contractor has furnished the Director with acceptable evidence of the quantity and the quality of such stored or stockpiled materials or equipment with identification of where they will be incorporated in project with Specification reference.

E. The Contractor has furnished the Director with satisfactory evidence that the material and transportation costs have been paid.

F. The Contractor has furnished the City legal title (free of liens or encumbrances of any kind) and lien releases to the material or equipment so stored or stockpiled.

G. The Contractor has furnished the City evidence that the material or equipment so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the Work.

It is understood and agreed that the transfer of title and the City payment for such stored or stockpiled materials shall in no way relieve the Contractor of his or her responsibility for furnishing and placing such materials in accordance with the requirements of the Contract Documents.

In no case will the amount of partial payments for materials on hand exceed the Contract price for such materials or the Contract price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials or equipment in accordance with the provisions of this Section.

7-1.07 **PAYMENT OF WITHHELD FUNDS.** Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the Contract pursuant to 7-1.05 of General Conditions without any retention. If the Contractor so elects, he or she and a City approved escrow company shall execute a City form retention agreement in a form approved by the City Attorney and meeting all requirements imposed by the City Attorney (copies of which are available in the Office of the City Attorney) by which the Contractor shall deposit with the escrow company securities with a value equivalent to the retention which would otherwise be withheld by the City. Said security and agreement shall be as provided in California Public Contracts Code Section 22300, and shall be approved by the City both as to sufficiency and form.

7-1.08 **FINAL PAYMENT AND CLAIMS.** Final payment will be made within fifteen (15) working Days following the expiration of the thirty-five (35) calendar day lien

period. The start of this period is the date the County Recorder files the Notice of Completion. Notwithstanding the foregoing, the retention monies described in section 7-1.05, exclusive of stop payment notice withholds, shall be released in accordance with law.

7-1.09 **CLERICAL ERRORS.** Notwithstanding the provisions of Section 7-1.08, "Final Payment and Claims," of these General Conditions, for a period of three (3) years after Acceptance of the Work, all estimates and payments made pursuant to said Section 7-1.08, are subject to correction for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the City agree to pay to the other any sum due under the provisions of this Section 7-1.09, provided, however, if the total sum to be paid is less than \$100, no such payment shall be made.

7-1.10 **GUARANTEE.** The Contractor hereby unconditionally guarantees that the Work will be done in accordance with the requirements of the Contract, and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of Acceptance of the Contract, unless a longer guarantee period is required by the Supplemental Conditions.

The Contractor hereby agrees to repair or replace any and all Work, together with any other adjacent Work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor further agrees, that within ten (10) calendar Days after being notified in writing by the Department of any Work not in accordance with the requirements of the Contract or of any defects in the Work, the Contractor will commence and prosecute with due diligence

all Work necessary to fulfill the terms of this guarantee, and to complete such Work within a reasonable period of time. In the event Contractor fails to comply, he or she does hereby authorize the Department to proceed to have such Work done at the Contractor's expense and the Contractor will honor and pay the cost and charges therefore upon demand. The Department shall be entitled to all costs and expenses, including reasonable attorney's fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

Nothing in this section shall be construed to limit, relieve or release the Contractor's, subcontractor's and equipment supplier's liability to the City for damages sustained as the result of latent defects in the equipment furnished caused by the negligence of the supplier's agents, employees or subcontractors. Stated in another manner, the warranty contained in this section shall not amount to nor shall it be deemed to be a waiver by the City of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have against the supplier of the equipment to be furnished under the Contract Conditions for defective workmanship or defective materials or against the Contractor under the laws of this State pertaining to acts of negligence.

7-1.11 **WARRANTY OF TITLE.** No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all Work to deliver the Premises, together with all improvements and appurtenances constructed or placed thereon by him or her, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any

materials or labor for any Work covered by this Contract shall have any right to a lien upon the Premises or any improvement or appurtenances thereon. Provided, that this shall not preclude the Contractor from installing metering devices and other equipment of utility companies, the title of which is commonly retained by the utility company. In the event of the installation of any such metering device or equipment, the Contractor shall advise the City as to the legal owner thereof. Nothing contained in this Paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this Paragraph shall be inserted in all subcontracts and material Contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

[END OF GENERAL CONDITIONS]

SUPPLEMENTAL CONDITIONS

Project: Well Destruction Project

Scope of Supplemental Conditions

1. The Work shall be performed in accordance with the General Conditions and Department Standards, except as the General Conditions may be modified by the following additional City Standards, incorporated herein by this reference, if so indicated.

	COMMUNITY DESIGN GUIDELINES 311 Vernon Street, Roseville, CA 95678 or http://www.roseville.ca.us/gov/development_services/planning/general_plan_n_development_guidelines.asp
	ELECTRIC SPECIFICATIONS 2090 Hilltop Circle, Roseville, CA 95747
	PARKS CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678 or http://www.roseville.ca.us/parks/parks_n_facilities/planning_our_parks/default.asp
X	DESIGN AND CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678 or http://www.roseville.ca.us/gov/development_services/engineering_land_development/design_construction_standards.asp
	OTHER:

Above documents are available at: referenced above.

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

SECTION 1. DEFINITIONS AND TERMS

1-1.16 Department: Section 1-1.16 of the General Conditions is amended to include the following:

The Department for Contract Administration is the Environmental Utilities Department of the City of Roseville.

1-1.26 Engineer or Architect: Section 1-1.26 of the General Conditions is amended to the following:

Engineer. The Environmental Utilities Director or the duly authorized Representative.

SECTION 2. CONTROL AND SCOPE OF WORK

2-1.04 Submittals: Section 2-1.04 of the General Conditions is amended to include the following:

The time allowed for review of each submittal is 14 Days after receipt of the submittal by the Director.

2-1.09 Night Work and Normal Working Hours: Section 2-1.09 of the General Conditions is amended to the following:

Normal working hours at the construction site shall be between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday. Legal holidays are excluded. Certain utility connections, street operations, or special circumstances are anticipated to require night Work or weekend work by the Contractor during low usage periods and as described in Technical Specifications Section 01010 -1.02.C.3. The Contractor may also be required to prosecute the Work at night or weekends if, at any time, the Director shall deem it necessary for the progress of the Work, or if emergencies arise. The Contractor shall promptly comply with any such requirements made in writing by the Director. The Contractor will also be permitted to Work at night or weekends if he or she shall satisfy the Director of the need therefor, in order to maintain the required progress or protect the Work from the elements. Certain activities are required to be performed at night or weekends for nominal progress of the Work. When required, ordered, or permitted to Work at night or weekends, the Contractor shall provide sufficient and satisfactory lighting and other facilities therefor. The Contractor shall receive no extra payment for night or weekend Work, if specified or if required to be performed during the normal progress of the Work, but compensation shall be considered as having been included in the price stipulated for the Work.

SECTION 3. CHANGES IN THE WORK

3-1.01 Changes: Section 3-1.01 of the General Conditions is deleted in its entirety and replaced with the following:

The Department reserves the right to order changes in the Contract at any time prior to the Acceptance of the Work by the Director, and the Contractor shall comply with such order.

Department also reserves the right to use its own forces or to contract with others to accomplish changes in the Work at its discretion. Changes or deviations from the Contract shall not be made without authority in writing from the Director, and any changes to the Work without Director's written approval will be considered unauthorized Work and will not be paid for.

The Department reserves the right to make such alterations, deviations, additions to or deletions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to delete any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated.

Those changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for that work. A contract change order will not become effective until approved by the Engineer.

Upon receipt of an approved contract change order, the Contractor shall proceed with the ordered work. If ordered in writing by the Engineer, the Contractor shall proceed with the work so ordered prior to actual receipt of an approved contract change order. In those cases, the

Engineer will, as soon as practicable, issue an approved contract change order for the ordered work.

When ordered by the Director, the Contractor shall halt Work in the area affected by a proposed change. Whenever it appears to the Contractor that a change is necessary, the Contractor shall immediately notify the Director of the reasons for such change; however, Work in the area affected shall not be discontinued unless ordered by the Director.

For any approved change in the Work, the Contractor shall be entitled to an adjustment in time equal to the number of Days which completion of the entire Work is delayed due to the changed Work. The Contractor's cost estimate for the changed Work shall state the amount of extra time, if any, that he or she considers should be allowed for making the requested change. Failure to request additional time when submitting such estimate shall constitute a waiver of the right to later claim any adjustment in time based upon changed Work. Disagreement as to time adjustments shall not affect Contract price adjustments, nor shall it be cause for not preceding with the changed work when ordered by the Director. The Contractor shall have the right, however, to further pursue a time adjustment in the event an agreement is not reached. The Contractor shall not be entitled to a time extension or adjustment for any Change Order or delays in activities not on the critical path unless the delay or change exceeds the total float of the activities being delayed or changed.

Changes in unit quantities consistent with the Measurement and Payment Section will not be considered a change in the work or Change Order.

3-1.06(E) General Limitations: Paragraph 3 of Section 3-1.06(E) of the General

Conditions is deleted in its entirety and replaced with the following:

It is understood and agreed by the City and the Contractor that the Contractor will incur Overhead costs for temporary facilities, superintendence, home office Overhead, and similar cost items, and that the costs of such Overhead for the full contract period through the specified completion date are included in the Total Bid Amount included in his accepted Proposal. No additional compensation will be made to the Contractor for claims of increased Overhead costs occurring within the originally specified construction Contract period plus any time extensions granted by Change Order.

SECTION 4. CONTROL OF MATERIALS

There are no amendments to the General Conditions.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITY

5-1.11 Air Pollution Control and Asbestos. Section 5-1.11 of the General Conditions is amended to include the following:
To the best of the City's knowledge, **asbestos and lead is present and shall be mitigated as described in the Technical Specifications.**

The Hazardous Materials Survey Final Report is located in Appendix A.

SECTION 6. PROSECUTION AND PROGRESS

6-1.04 Progress Schedule: Section 6-1.04F of the General Conditions is amended to include the following:

Progress schedules showing project completion dates more than 30 Days earlier than specified in Section 6-1.07 shall be rejected.

6-1.07 Time of Completion: Section 6-1.07 of the General Conditions is amended to include the following:

The Contractor shall begin Work within 14 Days after receiving a notice to proceed and shall diligently prosecute the Work to completion. The Work shall be completed within 120 Days of the notice to proceed.

6-1.08 Liquidated Damages: Section 6-1.08 of the General Conditions is amended to include the following:

The amount of Liquidated Damages is the sum of \$ 1,000 per day.

SECTION 7: ACCEPTANCE AND PAYMENT

There are no amendments to the General Conditions.

[END OF SUPPLEMENTAL CONDITIONS]

TECHNICAL SPECIFICATIONS

Project: Well Destruction Project

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. The work to be performed under this Contract shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles; furnishing all transportation and services, including fuel, power, water, and essential communications; and performing all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents that may be necessary for the complete and proper destruction of the wells and facilities (Well #1, Well #2, and Well #3) shall in good faith be performed and furnished by the CONTRACTOR as though originally so specified or shown, at no increase in cost to the CITY.
2. Background
 - a. Well #1 (also called the Atlantic Street Well):
 - 1) Constructed in 1948 using the cable tool drilling method to a depth of about 290 feet below ground surface (bgs).
 - 2) 14-inch diameter steel casing was installed to a depth of about 250 feet bgs.
 - 3) Open-hole extends from about 250 to 290 feet bgs (the bottom of the borehole).
 - 4) The well log shows “sediment” from ground surface to about 35 feet bgs, sands and gravels, and clay from about 35 to 195 feet bgs, “lava and boulders” between 195 to 235 feet bgs, hard sandstone to about 275 feet bgs, and loose sand and gravel to 290 feet bgs.
 - 5) The well property is about 20 feet wide and 40 feet long. The well is housed within a painted concrete block building with a wooden shingle roof. The building is about 10 by 12 feet.
 - 6) The pump, motor and column pipe have not been removed from the well. Well piping leading to the distribution system extends from inside the building to outside the building. A desander and piping is located outside of the building.
 - 7) A transformer and concrete pad is located on the south side of the building.
 - 8) A fire hydrant is located about 12 feet from the well and can be used with City backflow as a water source during the well destruction.
 - b. Well #2 (also called the Church Street Well):
 - 1) Constructed in 1948 using the cable tool drilling method to a depth of about 245 feet bgs.

- 2) 14-inch diameter steel casing was installed to a depth of about 200 feet bgs.
 - 3) Open-hole extends from about 200 to 245 feet bgs (the bottom of the borehole).
 - 4) The well log shows sediment from ground surface to about 35 feet bgs, sands and gravels, and clay from about 35 to 165 feet bgs, "lava and boulders" between 165 to 205 feet bgs, hard sand to about 225 feet bgs, and loose sand and gravel to 245 feet bgs.
 - 5) Tetrachloroethane (PCE) was detected at concentrations varying from 6.8 to 22 ug/L between 1989 and 2002 in the groundwater at Well #2 and may still be present.
 - 6) The well property is about 15 feet wide and 60 feet long. The well is housed within a painted concrete block building with a wooden shingle roof. The building is about 10 by 12 feet.
 - 7) Inside the building is the motor, a desander, and other associated pumping equipment. The pump has not been removed from the well.
 - 8) Discharging water directly to the sanitary sewer is not an option due to PCE concerns.
 - 9) A fire hydrant is located about 10 feet from the well and can be used as a water source during the well destruction.
- c. Well #3 (also called the Pacific Street Well):
- 1) Constructed in 1978 using the reverse rotary drilling method to a depth of 310 feet bgs.
 - 2) A 30-inch diameter steel conductor casing was installed to a depth of 50 feet. A concrete sanitary seal surrounds the conductor casing. 16-inch diameter, 1/4-inch wall, steel casing was installed from ground surface to 200 feet bgs and from 300 to 310 feet bgs. Wire-wrapped well screens are present between 200 to 300 feet bgs. Gravel pack surrounds the well casing and screens from ground surface to the bottom of the well.
 - 3) The well log shows sand and gravel layers between the following depths: 6 to 21 feet bgs, 25 to 27 feet bgs, 32 to 36 feet bgs, 43 to 57 feet bgs, 70 to 80 feet bgs, 86 to 95 feet bgs, 100 to 110 feet bgs, 136 to 139 feet bgs, 203 to 216 feet bgs, and 224 to 227 feet bgs. A "conglomerate" was logged from 227 to 297 feet bgs.
 - 4) Tetrachloroethane (PCE) was detected at concentrations varying from 5.4 to 135 ug/L between 1985 and 1994 in the groundwater at Well #3 and may still be present in the groundwater.
 - 5) The well property is about 15 feet wide and 40 feet long. The well is housed within a painted concrete block building with a wooden shingle roof. The building is about 10 by 20 feet.
 - 6) Inside the building are portions of well piping leading to the distribution system, the motor control panel, some miscellaneous small items, and the motor that sits on a concrete pedestal. The pump and column pipe are still in the well.

- 7) North of the building is a concrete pad, used previously for a transformer, which is surrounded by four bollards.
- 8) North, east, and west of the well building are parking lots. South of the building are some bushes and trees.
- 9) Discharging water directly to the sanitary sewer is not an option due to PCE concerns.

3. Work covered by Contract Documents

- a. An investigation, sampling and analysis of construction materials for lead-containing paints (LCP) and asbestos-containing materials (ACM) at each well site was performed. LCP were found at Well #1 and #2. Asbestos was detected in a gray tar roofing paper at Well #1. Appendix A contains the report from this sampling.
- b. The work required for the destruction of Well #1 and Well #2 will include but not be limited to the following items:
 - 1) Move on, provide temporary facilities including storm water pollution control (BMP's), and move off site.
 - 2) Obtain all permits necessary to destroy the well, demolish facilities, and construct new improvements. Provide Traffic Control and Public Safety Plan and implement.
 - 3) Obtain all permits required for staging temporary storage tanks, if necessary.
 - 4) Perform and complete utility and existing waterline potholing and provide potholing report 21 calendar days prior to commencing any trenching or excavation or ordering materials for work;
 - 5) Remove existing fencing and gates.
 - 6) Erecting temporary construction fencing around the site prior to construction activities.
 - 7) Overhead phone lines (at Well #2) may need to be temporarily taken down or relocated. Arrangements with the utility company that owns these phone lines will need to be coordinated prior to site destruction activities.
 - 8) Cap existing waterline at tee feeding fire hydrant prior to connection.
 - 9) Construct thrust blocks at existing waterline caps.
 - 10) Pressure test and disinfect pipeline.
 - 11) Remove and dispose of waterline between well and waterline cap.
 - 12) Removal of identified ACM, gray tar paper, at Well #1 by a licensed asbestos contractor, certified by the State of California, and proper disposal.
 - 13) Removal of identified lead based paint (LBP) surfaces or materials and proper disposal along with any Cal/OSHA pre-work notifications.
 - 14) Remove and dispose of all interior and exterior well appurtenances including but not limited to drain box, desander, pipe, valves, supports panels, conduit, wires, motor, and the column pipe and pump.

- 15) Remove and dispose of building and concrete foundation including the pump pedestal, pavement, conduit wires, louvers, hatches, roofing, and panels.
 - 16) Remove and dispose of existing asphalt pavement section, transformer foundation, bollards, concrete sidewalks, curb and gutter.
 - 17) Removal and disposal of all transformer concrete pads.
 - 18) Perform video survey to confirm perforations and total depth of the wells.
 - 19) Furnish, install, and operate a pump to transfer water displaced from the well to a portable storage tank. Water from the well shall not be allowed to pond in the excavation. Transfer water to temporary holding tanks staged at the City of Roseville Wastewater Treatment Plant. CONTRACTOR shall anticipate holding water for two months while analyses of the water is performed. CONTRACTOR shall bid to transfer water to WWTP for disposal.
 - 20) Rip the well casing at specified intervals using a star-perforator or mills knife perforator.
 - 21) Weld a flange fitting to the top of the well casing.
 - 22) Install a tremie pipe to within 5 feet of the top of the fill in the well and pump a neat cement slurry through a tremie pipe from the bottom of the well to the top of the well casing. Capture displaced water from the well.
 - 23) Install a flange plate and apply 20 psi of pressure to the well to force the grout into the formation.
 - 24) Excavate soils adjacent to the well casing to a depth of 5.5 feet bgs. If present (log does not indicate), remove the conductor, concrete seal, and well casing to a depth of 5 feet bgs.
 - 25) Remove the well casing to a depth of 5 feet bgs and allow concrete to make a mushroom cap over the top of the well.
 - 26) Once the above has been completed, place and compacted fill into all excavations and finish the surface per the CITY'S anticipated future use.
 - 27) Contractor will be required to complete a Water Well Drillers Report for the destruction and file it with DWR and the CITY.
 - 28) Remove temporary fencing.
 - 29) Construct improvements including but not limited to backfilling, compacting, grading, paving, concrete pads, sidewalks, curbs, gutters, and ramps.
- c. The work required for the destruction of Well #3 will include but not be limited to the following items:
- 1) Move on, provide temporary facilities including storm water pollution control (BMP's), and move off site. The CONTRACTOR shall mobilize to the well site within 14 calendar days after receiving a notice to proceed.
 - 2) Obtain all permits necessary to destroy the well, demolish facilities, and construct new improvements. Provide Traffic Control and Public Safety Plan and implement.

- 3) Temporary construction fencing will be erected around the site prior to construction activities.
- 4) Perform and complete utility and existing waterline potholing and provide potholing report 21 calendar days prior to commencing any trenching or excavation or ordering materials for work Remove and dispose of abandoned waterline pipe between well and end of concrete pad/sidewalk.
- 5) Remove and dispose of all interior and exterior well appurtenances including but not limited to drain box, desander, pipe, valves, supports panels, conduit, wires, motor, and the column pipe and pump.
- 6) Remove and dispose of building and concrete foundation including the pump pedestal, pavement, conduit wires, louvers, hatches, roofing, and panels.
- 7) Remove and dispose of concrete pad, transformer foundation, sidewalk, curb and gutter.
- 8) Perform video survey to assess the current condition of the well including the screen intervals and total depth of the well.
- 9) Excavate soils adjacent to and remove the conductor casing and concrete sanitary seal to a depth of 5.5 feet bgs.
- 10) Install and operate a pump to transfer water displaced from the well to a portable storage tank. Water from the well shall not be allowed to pond in the excavation. Transfer any water collected to temporary holding tanks at the CITY'S WWTP.
- 11) Install explosive charges into the well to rip the casing. Depths will be specified by the certified blasting contractor with approval by the ENGINEER.
- 12) Install PVC tremie pipe to within 10 feet of the top of the fill in the well and pump a neat cement slurry through a tremie pipe from the bottom of the well to the top of the well casing.
- 13) Set off the explosive charges, destroying the tremie pipe, ripping the casing and well screens. Refill the casing as necessary with neat cement slurry to ground surface.
- 14) Remove the well casing to a depth of 5 feet below ground surface and allow the neat cement to make a mushroom cap over well casing and filter pack.
- 15) Once the above has been completed, place and compacted fill into all excavations and finish the surface per the CITY'S anticipated future use.
- 16) Contractor will be required to complete a Water Well Drillers Report for the destruction and file it with DWR and the CITY.
- 17) Remove all temporary fencing.
- 18) Construct improvements including but not limited to backfilling, compacting, concrete pads, sidewalks, curbs and gutter.

1.02 PROJECT CONDITIONS

A. Activities by Others

1. The CONTRACTOR shall cooperate fully with all utility forces, regulating agencies, utility forces, regulating agencies personnel, adjacent property owners, personnel of the CITY, and the ENGINEER.

B. Noise Abatement

1. The work shall be carried out as quietly as possible to prevent possible annoyance to adjacent businesses and residents. Unnecessary noise shall be avoided at all times. The CONTRACTOR shall comply with the requirements of any and all local ordinances and the instructions of the CITY or ENGINEER. Soundproofing at the site is not required.

C. CONTRACTOR Use of the Project Site

1. The CONTRACTOR's use of the project site shall be limited to the construction operations, including on-site storage of materials.
2. The CONTRACTOR shall return the site to a graded and paved surface that is free of any indication that a well was present at no additional cost to the CITY. This includes removal and proper disposal of any soils, water, or other material that may become contaminated from oil or other fluids from the CONTRACTOR's equipment or activities, and/or soil sampling and laboratory analyses to show that contamination has been removed. The CONTRACTOR is urged to use plastic sheeting beneath equipment to prevent oil staining and contamination of the soils or asphalt.
3. The City's ordinances allow for construction activities to occur between 7:00 AM to 7:00 PM, Monday through Friday to limit disturbance to residents.
 - a. At the Well #2 site, the facilities and well destruction work will likely require closure along North Grant Street to allow for staging of equipment. Due to this provision, and since the street is a major access route to the bus and railroad station, a variance will be needed to allow the well destruction to occur on a weekend to limit the impact of the work to the public who access these terminals. A traffic control plan shall be prepared and submitted by the CONTRACTOR.
 - b. The Well #1 site is located adjacent to a school. No work shall be performed on the well site while children are present. If necessary, exceptions may be granted by the ENGINEER for work on Saturday. No work shall be allowed on Sundays, holidays, days between November 22, 2017 and November 27, 2017, and between December 22, 2017 and January 3, 2018, except as specified herein, or as approved by the ENGINEER or in case of an emergency.

1.03 CONTRACTOR NOTIFICATION OF PROJECT MANAGER

A. Schedule

1. The CONTRACTOR shall submit a brief schedule identifying when all portions of the work will be carried out. The schedule shall contain sufficient detail to allow the CITY and the ENGINEER to schedule personnel, equipment, and laboratory analysis. **Work shall not commence until the schedule has been submitted.**

B. Regular Updates

1. After receiving the Notice to Proceed, the CONTRACTOR is expected to notify the ENGINEER daily of the progress of work and any scheduling changes.

2. The CONTRACTOR shall notify the ENGINEER 24 hours prior to periods when the ENGINEER is to be present as identified in the following sections of this document. Failure to notify the ENGINEER in a timely manner may cause delays in the work, which shall not impact the CITY's cost. Failure to notify the ENGINEER when they are to observe the work may cause the CONTRACTOR to repeat the work in the presence of the ENGINEER at no additional cost to the CITY.

1.04 QUALITY ASSURANCE

A. Pre-Destruction Conference

1. Prior to the commencement of well or facility destruction at the site, a pre-destruction conference will be held at a mutually agreed time and place, which shall be attended, by the CONTRACTOR, the CONTRACTOR's superintendent, and all subcontractors as appropriate. Other attendees will include: CITY; ENGINEER; governmental representatives as appropriate; others as requested by the CONTRACTOR; CITY, or ENGINEER.
2. The CITY will preside at the well destruction pre-construction conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.
3. Purpose of the well destruction pre-construction conference:
 - a. The purpose of this pre-construction conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished to the CONTRACTOR prior to the meeting date, which will, at a minimum, include the following:
 - 1) CONTRACTOR's projected schedule.
 - 2) Transmittal, review, and distribution of the CONTRACTOR's submittals.
 - 3) Processing applications for payment.
 - 4) Maintaining record documents.
 - 5) Critical work sequencing.
 - 6) Field decisions and Change Orders.
 - 7) Use of project site, storage areas, security, housekeeping, and CITY's needs.
 - 8) Major equipment deliveries and priorities.
 - 9) The CONTRACTOR's assignments for safety and first aid.

B. Progress Meetings

1. Weekly construction/demolition meetings will be held at a mutually agreed time and place, which shall be attended by the CONTRACTOR, the CONTRACTOR's superintendent, and all subcontractors as appropriate. Other attendees will include: CITY; ENGINEER; governmental representatives as appropriate; others as requested by the CONTRACTOR; CITY, or ENGINEER.
2. The CITY will preside at the weekly construction/demolition meetings and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

3. Purpose of the weekly construction/demolition phase meetings:
 - a. The purpose of the weekly construction/demolition meetings is to determine progress and schedule. Matters requiring coordination will be discussed and procedures for handling such matters established. The weekly construction/demolition meetings will, at a minimum, include the following:
 - 1) Status of work.
 - 2) CONTRACTOR's projected schedule.
 - 3) Maintaining record documents.
 - 4) Critical work sequencing.
 - 5) Field decisions and Change Orders.
 - 6) Current use of project site, storage areas, security, housekeeping, and CITY's needs.
 - 7) Major equipment deliveries and priorities.

1.05 DEFINITIONS

A. The following terms, when used in the Contract Documents, shall have the meaning listed:

ACCEPTABLE	“acceptable to the Engineer”
CITY	City of Roseville
NEAT-CEMENT	“Neat-cement shall consist of a mixture of API Spec. 10, Class A (similar to ASTM C150, type 1) or Class B (similar to ASTM C150, type 2) and water in the ratio of not more than 6.0 gallons of water per 94 pound sack of Portland cement weighting approximately 118 pounds per cubic foot. The compressive strength of neat cement shall be 500 psi or more.”
PERFORM	“perform all operations required to complete the work referred to in accordance with the intent of the Contract Documents”
PROVIDE	“furnish and install the work referred to”
REQUIRED	“required by the Contract Documents or required to complete the Work and produce the intended results”
SATISFACTORY	“acceptable to the Engineer”
SHOWN	“as indicated on the Drawings”
SITE	“geographical location of the Project and land within the work area shown on the contract drawings and within which the Work will be performed”

SPECIFIED

“as written in the Contract Documents including the Specifications and the Drawings”

SUBMIT

“submit to the Engineer”

1.06 ABBREVIATIONS

<u>Abbreviation</u>	<u>Stands for</u>
AASHTO	American Association of State Highway and Transportation Officials
AAMA	Architectural Aluminum Manufacturers Association
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ADC	Air Diffusion Council
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AI	Asphalt Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standard Institute (formerly United States of America Standards Institute)
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BGS	Below Ground Surface
BMP	Best Management Practices
CAGI	Compressed Air and Gas Institute
CAL/OSHA	State of California Department of Industrial Relations, Division of Industrial Safety
CAL TRANS	California Department of Transportation
CBM	Certified Ballast Manufacturers
CBR	California Bearing Ratio
CI	Chlorine Institute
CISPI	Cast Iron Soil Pipe Institute
CMAA	Crane Manufacturers Association of America

<u>Abbreviation</u>	<u>Stands for</u>
CPSC	Consumer Products Safety Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards for the U.S. Department of Commerce
CTI	Cooling Tower Institute
DFPA	Douglas Fir Plywood Association
EIA	Electronic Industries Association
EPA	U.S. Environmental Protection Agency
ETL	Electronic Testing Laboratory
FM	Factory Mutual Insurance Company
FPS	Fluid Power Society
FS	Federal Specifications
GO 95	General Order No. 95, California Public Utilities Commission Rules for Overhead Electric Line Construction
GO 128	General Order No. 128, California Public Utilities Commission Rules for Underground Electrical Construction
HI	Hydraulic Institute
HMI	Hoist Manufacturers Institute
IAPMO	International Association of Plumbing and Mechanical Officials
ICPO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IGCC	Insulating Glass Certification Council
IPCE	International Power Cable Engineers Association
ISA	Instrument Society of America
NAAMM	National Association of Architectural Metal Manufacturers
NBS	National Bureau of Standards
NCPI	National Clay Pipe Institute
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NETA	International Electrical Testing Association
NFPA	National Fire Protection Association
NGVD	National Geodetic Vertical Datum
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
REA	Rural Electrification Administration
SAMA	Scientific Apparatus Makers Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Structural Steel Painting Council
TCA	Tile Council of America
UCB	Uniform Building Code
UPC	Uniform Plumbing Code
UFC	Uniform Fire Code
UMC	Uniform Mechanical Code

<u>Abbreviation</u>	<u>Stands for</u>
USDC	U.S. Department of Commerce
UL	Underwriters Laboratories
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California
WQCB	Water Quality Control Board (Regional)
WRCB	Water Resources Control Board

Where reference is made to a Specification or Standard by one of the above-mentioned or other associations, it is understood that the Specification or Standard in effect at the time of the bid opening shall apply.

PART 2 MATERIALS

(Not Used.)

PART 3 EXECUTION

(Not Used.)

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SCOPE

- A. Where the Schedule of Work Items and specifications provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by the CONTRACTOR will be made by the CITY.
- B. All work for this contract and estimated quantities are deemed to be Unit Price Work.
- C. Payment for the Unit Price Work items of the Schedule of Work Items, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles and for all labor, operations, and incidentals appurtenant to the items of work being described that are necessary to complete the various items of the work in accordance with the requirements of the Contract Documents, including all appurtenances thereto and including all costs of compliance with the regulation of public agencies having jurisdiction, including Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor. No separate payment will be made for any item that is not specifically set forth in the Schedule of Work Items. All costs therefore shall be included in the prices named in the Schedule of Work Items for the various appurtenant items of work.

1.02 UNIT PRICE ITEMS LABELED "LUMP SUM"

- A. Measurement of or payment of "lump sum" units for purposes of this contract shall mean per "Unit Price Work" and shall be bid as individual items complete in place, times the estimated quantity of each "lump sum" unit called out for each bid item.

1.03 UNIT PRICE ITEMS BASED UPON TIME

(Not used)

1.04 UNIT PRICE ITEMS BASED UPON CUBIC YARD

- A. Measurement of the cubic yards for "cubic yard" items will be recorded by the cubic yard with one cubic yard as the smallest unit of volume credited to the CONTRACTOR. Payment will be made at the contract price for cubic yard items as presented in the CONTRACTOR's bid.

1.05 UNIT PRICE ITEMS BASED UPON SQUARE YARD

- A. Measurement of the square yards for "square yard" items will be recorded by the square yard with one square yard as the smallest unit of area credited to the CONTRACTOR. Payment will be made at the contract price for square yard items as presented in the CONTRACTOR's bid.

1.06 UNIT PRICE ITEMS BASED UPON LINEAR FEET

- A. Measurement of the linear feet for “linear feet” items will be recorded by the linear foot with one foot as the smallest unit of length credited to the CONTRACTOR. Payment will be made at the contract price for linear feet items as presented in the CONTRACTOR’s bid.

PART 2 DESCRIPTION OF BID ITEMS

2.01 GENERAL

- A. The Bid Amounts for each Bid Item will be used for comparative bid analysis. The Bid Amounts will also form the basis of progress payments. Bid Items are not intended to be exclusive descriptions of work categories and the CONTRACTOR shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item (work phase) as shown and specified.

2.02 BID ITEMS FOR SCHEDULE A – WELL #1

A. GENERAL

1. [Bid Item No. 1] Mobilization and Demobilization, Bonds & Insurance – (Lump Sum)
Shall include but not be limited to, CONTRACTOR's participation in the assessment of pre-destruction conditions and post destruction assessment of the entire job site including project work described in the bid schedule to include pre-destruction photographs; permits; project signs; move in of equipment, tools, supplies, materials, and manpower to the job site; providing and furnishing CONTRACTOR's field office (if needed), power, telephone, water and sanitary facilities; erecting, maintaining, removing and transporting of the construction project information signs, flow barriers and fencing around storage and staging areas; dust control; daily clean-up of job site; and final cleanup of job site after the project is completed and accepted by the CITY. The Lump Sum amount bid shall be divided 65 percent for mobilization and 35 percent for demobilization, and shall be paid after the CITY has conducted inspections and approved all repairs and clean up.
2. [Bid Item No. 2] Traffic Control Plan and Public Safety– (Lump Sum) Including, but not limited to, traffic and pedestrian safety within the project limits for all project work identified in Contract Drawings including, traffic control plans (submitted to Public Works for review and approval); installation, maintenance and removal of temporary traffic control facilities including, but not limited to: cones, K-rails, fencing, barricades, trench plating, temporary backfilling and paving, striping, signals, signs, flagmen, high level warning devices, flashing arrow signs and other temporary traffic control and public safety complete in place, as is required for the execution and completion of this Work for the entire project as shown in the Specifications for Well Destruction and Well Site Facilities Demolition and Improvements. The Lump Sum amount will be paid proportionally to the work done within each payment cycle.

3. [Bid Item No. 3] Potholing – (Lump Sum) Including, but not limited to, furnishing all the equipment, labor, and materials for determining the actual location, depth, size, and material of all utilities within or in potential conflict with the Work. This also includes potholing the location of the existing water pipeline to be capped and determining its actual location for connection, depth, size (Outside Diameter), and material. All areas where Contractor plans to trench or excavate for well destruction, demolition of existing facilities or new improvements, all utilities must be potholed prior to excavation. The Contractor shall locate and uncover these existing utilities including services and laterals to a point 6-inches below the utility. Contractor shall submit a report 21 calendar days prior to commencing any trenching or excavation or ordering of materials for work. The report shall identify each underground utility including its location, depth, size, and material to the City. The Lump Sum amount will be paid upon receipt, review, and approval of the report.
4. [Bid Item No. 4] Furnish, Install and Remove Temporary Fencing (per month) – (Lump Sum) Including, but not limited to, furnishing all signs, materials, tools, equipment, and labor to install and remove temporary fencing to secure the site. The fencing shall be adequate to fully encompass the site and prevent public access. The Lump Sum amount will be paid after all fencing is removed.

B. WELL SITE DEMOLITION

1. [Bid Item No. 5] Demolish Existing Well Site Facilities – (Lump Sum) Including, but not limited to, furnishing all the equipment, labor, and materials excavation, removal, and disposal of all existing facilities shown on Drawings and required for performing demolition work. Facilities include, but may not be limited to, existing buried water pipeline, buried drain box, box cover, buried conduits, desander, above-grade piping and valves, pump column pipe, pump, pump motor, pipe and equipment supports, electrical and control panels, building, building roof, building concrete foundation, building appurtenances, transformer concrete foundation, asphalt paving and other components required to facilitate demolition work. Please note that this item must also include costs for proper removal and disposal of hazardous materials. The Lump Sum amount will be upon completion of well site demolition work.

C. WELL DESTRUCTION

1. [Bid Item No. 6] Video Survey - (Lump Sum) Including, but not limited to, all materials, labor, tools, and equipment required for color video camera survey over the entire depth of the well. Clarity must be sufficient to evaluate the condition of all joints, screen openings, and interior surface of all casings and screen or the video survey shall be performed at no extra cost to the CITY. The CONTRACTOR shall provide the ENGINEER with two (2) DVDs of the camera survey upon completion of the survey. The Lump Sum payment will be made after receipt of each video by ENGINEER.
2. [Bid Item No. 7] Rip Casing with Mills Knife perforator or Star perforator - (Lump Sum) Including, but not limited to, all vehicles, equipment, materials, tools, and labor to rip the well casing using a star-perforator or mills knife between 25 and 195 feet. The Lump Sum payment will be made upon completion of perforations.

3. [Bid Item No. 8] Furnish all labor, materials, and equipment to install neat-cement slurry into the well - (Cubic Yards) Including, but not limited to, all equipment, materials, supplies (including neat-cement, water, and any additives), tools, and labor to place neat-cement slurry into the well. The neat-cement shall consist of a mixture of API Spec. 10, Class A (similar to ASTM C150, type 1) or Class B (similar to ASTM C150, type 2) and water in the ratio of not more than 6.0 gallons of water per 94 pound sack of Portland cement. The neat-cement slurry shall be pumped or injected into the well using tremie pipe set to within five feet of the bottom of the well. The tremie pipe may be gradually raised during placement of the neat-cement to avoid excessive pump pressures, but shall remain submerged within the cement at all times during placement. The per cubic yard ordered amount will be paid upon installation.
4. [Bid Item No. 9] Labor, materials and equipment to destroy well including disposal and earthwork to finish grade - (Lump Sum) Including, but not limited to, all equipment, tools, materials, and labor to excavate a hole at least one foot larger in diameter than the drilled hole to a depth of 5.5 feet bgs and remove/cut off the well casing at 5 feet bgs. The removed section of well casing shall be transported from the site and properly disposed of. The remaining portions of the well casing shall be refilled with the neat-cement until the cement spills over into the excavation, forming a 6-inch cap over the top of the well casing. The remaining portion of the excavated hole shall be filled and compacted as outlined in Well Site Improvements Section. The Lump Sum amount will be paid upon completion of earthwork.
5. [Bid Item No. 10] Rental of temporary storage tanks and cleaning fee (1 month). Tank to be placed at Roseville's wastewater treatment plant - (Lump Sum) Includes transportation, delivery, rental fee, pickup, and cleaning of temporary storage tank/s large enough to hold all liquid displaced from the well during well destruction. The Lump Sum amount per month will be paid upon disposal of water.
6. [Bid Item No. 11] Furnish and provide transfer trucks and dispose of displaced water (up to 1,800 gallons) to Roseville's wastewater treatment plant (no disposal fee) - (Lump Sum) Including, but not limited to, vehicles, equipment, materials, and labor to transport and transfer displaced liquid from well destruction to temporary storage tank/s at the Roseville wastewater treatment plant. Including pumps and hoses to pump water from temporary tanks to wastewater ponds. The Lump Sum amount per month will be paid upon disposal of water.

D. WELL SITE IMPROVEMENTS

1. [Bid Item No. 12] Cap Existing Water Pipeline – (Lump Sum) Including, but not be limited to, all labor, tools, materials including for capping existing water pipeline as shown on the Drawings. This item also includes disinfection of pipe, fittings and appurtenances and standby time for pressure testing, as shown on the Drawings. Contractor will be paid the Lump Sum amount at the completion and approval of pressure testing.
2. [Bid Item No. 13] Construct Concrete Thrust Block at Existing Water Pipeline Cap – (Lump Sum) Including, but not be limited to, all labor, tools, materials including for excavation, backfill, compaction, and construction of thrust block at existing waterline cap as shown on the Drawings. Contractor will be paid the Lump Sum amount at the completion and approval of pressure testing.

3. [Bid Item No. 14] Backfill and Compact Pipe Trenches and Other Excavations – (Cubic Yards) Including, but not be limited to, all labor, tools, materials for backfilling and compacting trenches and all other excavations. Contractor shall be paid by the neat line, in place, cubic yard volume of material compacted in place.
4. [Bid Item No. 15] Grade Site Restoration Area – (Square Yards) Including, but not be limited to, all labor, tools, materials for performing minor grading and sloping at areas to be left earthen as shown on the Drawings. Contractor shall be paid by the square yards of area restored.

2.03 BID ITEMS FOR SCHEDULE B – WELL #2

A. GENERAL

1. [Bid Item No. 1] Mobilization and Demobilization, Bonds & Insurance – (Lump Sum)
Shall include but not be limited to, CONTRACTOR's participation in the assessment of pre-destruction conditions and post destruction assessment of the entire job site including project work described in the bid schedule to include pre-destruction photographs; permits; project signs; move in of equipment, tools, supplies, materials, and manpower to the job site; providing and furnishing CONTRACTOR's field office (if needed), power, telephone, water and sanitary facilities; erecting, maintaining, removing and transporting of the construction project information signs, flow barriers and fencing around storage and staging areas; dust control; daily clean-up of job site; and final cleanup of job site after the project is completed and accepted by the CITY. The Lump Sum amount bid shall be divided 65 percent for mobilization and 35 percent for demobilization, and shall be paid after the CITY has conducted inspections and approved all repairs and clean up.
2. [Bid Item No. 2] Traffic Control Plan and Public Safety – (Lump Sum) Including, but not limited to, traffic and pedestrian safety within the project limits for all project work identified in Contract Drawings including, traffic control plans (submitted to Public Works for review and approval); installation, maintenance and removal of temporary traffic control facilities including, but not limited to: cones, K-rails, fencing, barricades, trench plating, temporary backfilling and paving, striping, signals, signs, flagmen, high level warning devices, flashing arrow signs and other temporary traffic control and public safety complete in place, as is required for the execution and completion of this Work for the entire project as shown in the Specifications for Well Destruction and Well Site Facilities Demolition and Improvements. The Lump Sum amount will be paid proportionally to the work done within each payment cycle.
3. [Bid Item No. 3] Potholing – (Lump Sum) Including, but not limited to, furnishing all the equipment, labor, and materials for determining the actual location, depth, size, and material of all utilities within or in potential conflict with the Work. This also includes potholing the location of the existing water pipeline to be capped and determining its actual location for connection, depth, size (Outside Diameter), and material. All areas where Contractor plans to trench or excavate for well destruction, demolition of existing facilities or new improvements, all utilities must be potholed prior to excavation. The Contractor shall locate and uncover these existing utilities including services and laterals to a point 6-inches below the utility. Contractor shall submit a report 21 calendar days prior to commencing any trenching or excavation or ordering of materials for work. The report shall identify each underground utility including its location, depth, size, and material to the City. The Lump Sum amount will be paid upon receipt, review, and approval of the report.

4. [Bid Item No. 4] Furnish, Install and Remove Temporary Fencing (per month) – (Lump Sum) Including, but not limited to, furnishing all signs, materials, tools, equipment, and labor to install and remove temporary fencing to secure the site. The fencing shall be adequate to fully encompass the site and prevent public access. The Lump Sum amount will be paid after all fencing is removed.

B. WELL SITE DEMOLITION

1. [Bid Item No. 5] Demolish Existing Well Site Facilities – (Lump Sum) Including, but not limited to, furnishing all the equipment, labor, and materials excavation, removal, and disposal of all existing facilities shown on Drawings and required for performing demolition work. Facilities include, but may not be limited to, existing buried water pipeline, asphalt pavement, concrete sidewalks, concrete curb and gutter, buried conduits, desander, above-grade piping and valves, pump column pipe, pump, pump motor, pipe and equipment supports, electrical and control panels, building, building roof, building concrete foundation, building appurtenances, transformer concrete foundation, asphalt paving and other components required to facilitate demolition work. Please note that this item must also include costs for proper removal and disposal of hazardous materials. The Lump Sum amount will be upon completion of well site demolition work.

C. WELL DESTRUCTION

1. [Bid Item No. 6] Video Survey - (Lump Sum) Including, but not limited to, all materials, labor, tools, and equipment required for color video camera survey over the entire depth of the well. Clarity must be sufficient to evaluate the condition of all joints, screen openings, and interior surface of all casings and screen or the video survey shall be performed at no extra cost to the CITY. The CONTRACTOR shall provide the ENGINEER with two (2) DVDs of the camera survey upon completion of the survey. The Lump Sum payment will be made after receipt of each video by ENGINEER.
2. [Bid Item No. 7] Rip Casing with Mills Knife perforator or Star perforator - (Lump Sum) Includes all vehicles, equipment, materials, tools, and labor to rip the well casing using a star-perforator or mills knife between 25 and 165 feet. The Lump Sum payment will be made upon completion of perforations.
3. [Bid Item No. 8] Furnish all labor, materials, and equipment to install neat-cement slurry into the well - (Cubic Yards) Including, but not limited to, all equipment, materials, supplies (including neat-cement, water, and any additives), tools, and labor to place neat-cement slurry into the well. The neat-cement shall consist of a mixture of API Spec. 10, Class A (similar to ASTM C150, type 1) or Class B (similar to ASTM C150, type 2) and water in the ratio of not more than 6.0 gallons of water per 94 pound sack of Portland cement. The neat-cement slurry shall be pumped or injected into the well using tremie pipe set to within five feet of the bottom of the well. The tremie pipe may be gradually raised during placement of the neat-cement to avoid excessive pump pressures, but shall remain submerged within the cement at all times during placement. The per cubic yard ordered amount will be paid upon installation.

4. [Bid Item No. 9] Labor, materials and equipment to destroy well including disposal and earthwork to finish grade - (Lump Sum) Including, but not limited to, all equipment, tools, materials, and labor to excavate a hole at least one foot larger in diameter than the drilled hole to a depth of 5.5 feet bgs and remove/cut off the well casing at 5 feet bgs. The removed section of well casing shall be transported from the site and properly disposed of. The remaining portions of the well casing shall be refilled with the neat-cement until the cement spills over into the excavation, forming a 6-inch cap over the top of the well casing. The remaining portion of the excavated hole shall be filled and compacted as outlined in Well Site Improvements Section. The Lump Sum amount will be paid upon completion of earthwork.
5. [Bid Item No. 10] Rental of temporary storage tanks and cleaning fee- (1 month). Tank to be placed at Roseville's wastewater treatment plant (Lump Sum) Includes transportation, delivery, rental fee, pickup, and cleaning of temporary storage tank/s large enough to hold all liquid displaced from the well during well destruction. The Lump Sum amount per month will be paid upon disposal of water.
6. [Bid Item No. 11] Furnish and provide transfer trucks and dispose of displaced water (up to 1,400 gallons) to Roseville's wastewater treatment plant (no disposal fee) - (Lump Sum) Including, but not limited to, vehicles, equipment, materials, and labor to transport and transfer displaced liquid from well destruction to temporary storage tank/s at the Roseville wastewater treatment plant. Including pumps and hoses to pump water from temporary tanks to wastewater ponds. The Lump Sum amount per month will be paid upon disposal of water.

D. WELL SITE IMPROVEMENTS

1. [Bid Item No. 12] Cap Existing Water Pipeline – (Lump Sum) Including, but not be limited to, all labor, tools, materials including for capping existing water pipeline as shown on the Drawings. This item also includes disinfection of pipe, fittings and appurtenances and standby time for pressure testing, as shown on the Drawings. Contractor will be paid the Lump Sum amount at the completion and approval of pressure testing.
2. [Bid Item No. 13] Construct Concrete Thrust Block at Existing Water Pipeline Cap – (Lump Sum) Including, but not be limited to, all labor, tools, materials including for excavation, backfill, compaction, and construction of thrust block at existing waterline cap as shown on the Drawings. Contractor will be paid the Lump Sum amount at the completion and approval of pressure testing.
3. [Bid Item No. 14] Backfill and Compact Pipe Trenches and Other Excavations – (Cubic Yards) Including, but not be limited to, all labor, tools, materials for backfilling and compacting trenches and all other excavations. Contractor shall be paid by the neat line, in place, cubic yard volume of material compacted in place.
4. [Bid Item No. 15] Grade Unpaved Site Restoration Area – (Square Yards) Including, but not be limited to, all labor, tools, materials for final grading, including sloping areas to drain. Contractor shall be paid by the square yards of area restored.
5. [Bid Item No. 16] Construct Concrete Sidewalk – (Square Yards) Including, but not be limited to, all labor, tools, materials for constructing concrete sidewalks as shown on the Drawings and per City Standards. Contractor shall be paid on the square yards of sidewalk constructed.

6. [Bid Item No. 17] Construct Concrete Curb and Gutter – (Linear Feet) Including, but not be limited to, all labor, tools, materials for constructing concrete curb and gutter as shown on the Drawings and per City Standards. Contractor shall be paid on the linear feet of curb and gutter constructed.
7. [Bid Item No. 18] Construct Concrete Ramps – (Lump Sum) Including, but not be limited to, all labor, tools, materials for constructing concrete ramps as shown on the Drawings and per City Standards. Contractor shall be paid the Lump Sum amount after all ramps are completed.
8. [Bid Item No. 19] Construct Asphalt Pavement Section – (Square Yards) Including, but not be limited to, all labor, tools, materials for constructing asphalt pavement sections per City Standards. Contractor shall be paid by the square yards of asphalt pavement section constructed.

2.04 BID ITEMS FOR SCHEDULE C – WELL #3

A. GENERAL

1. [Bid Item No. 1] Mobilization and Demobilization, Bonds & Insurance – (Lump Sum) Shall include but not be limited to, CONTRACTOR's participation in the assessment of pre-destruction conditions and post destruction assessment of the entire job site including project work described in the bid schedule to include pre-destruction photographs; permits; project signs; move in of equipment, tools, supplies, materials, and manpower to the job site; providing and furnishing CONTRACTOR's field office (if needed), power, telephone, water and sanitary facilities; erecting, maintaining, removing and transporting of the construction project information signs, flow barriers and fencing around storage and staging areas; dust control; daily clean-up of job site; and final cleanup of job site after the project is completed and accepted by the CITY. The Lump Sum amount bid shall be divided 65 percent for mobilization and 35 percent for demobilization, and shall be paid after the CITY has conducted inspections and approved all repairs and clean up.
2. [Bid Item No. 2] Traffic Control Plan and Public Safety– (Lump Sum) Including, but not limited to, traffic and pedestrian safety within the project limits for all project work identified in Contract Drawings including, traffic control plans (submitted to Public Works for review and approval); installation, maintenance and removal of temporary traffic control facilities including, but not limited to: cones, K-rails, fencing, barricades, trench plating, temporary backfilling and paving, striping, signals, signs, flagmen, high level warning devices, flashing arrow signs and other temporary traffic control and public safety complete in place, as is required for the execution and completion of this Work for the entire project as shown in the Specifications for Well Destruction and Well Site Facilities Demolition and Improvements. The Lump Sum amount will be paid proportionally to the work done within each payment cycle.

3. [Bid Item No. 3] Potholing – (Lump Sum) Including, but not limited to, furnishing all the equipment, labor, and materials for determining the actual location, depth, size, and material of all utilities within or in potential conflict with the Work. All areas where Contractor plans to trench or excavate for well destruction, demolition of existing facilities or new improvements, all utilities must be potholed prior to excavation. The Contractor shall locate and uncover these existing utilities including services and laterals to a point 6-inches below the utility. Contractor shall submit a report 21 calendar days prior to commencing any trenching or excavation or ordering of materials for work. The report shall identify each underground utility including its location, depth, size, and material to the City. The Lump Sum amount will be paid upon receipt, review, and approval of the report.
4. [Bid Item No. 4] Furnish, Install and Remove Temporary Fencing (per month) – (Lump Sum) Including, but not limited to, furnishing all signs, materials, tools, equipment, and labor to install and remove temporary fencing to secure the site. The fencing shall be adequate to fully encompass the site and prevent public access. The Lump Sum amount will be paid after all fencing is removed.

B. WELL SITE DEMOLITION

1. [Bid Item No. 5] Demolish Existing Well Site Facilities – (Lump Sum) Including, but not limited to, furnishing all the equipment, labor, and materials excavation, removal, and disposal of all existing facilities shown on Drawings and required for performing demolition work. Facilities include, but may not be limited to, existing buried water pipe, concrete pad, concrete curb and gutter, buried conduits, desander, above-grade piping and valves, pump column pipe, pump, pump motor, pipe and equipment supports, electrical and control panels, building, building roof, building concrete foundation, building appurtenances, transformer concrete foundation, pipe bollards, and other components required to facilitate demolition work. Please note that this item must also include costs for proper removal and disposal of hazardous materials. The Lump Sum amount will be upon completion of well site demolition work.

C. WELL DESTRUCTION

1. [Bid Item No. 6] Video Survey - (Lump Sum) Including, but not limited to, all materials, labor, tools, and equipment required for color video camera survey over the entire depth of the well. Clarity must be sufficient to evaluate the condition of all joints, screen openings, and interior surface of all casings and screen or the video survey shall be performed at no extra cost to the CITY. The CONTRACTOR shall provide the ENGINEER with two (2) DVDs of the camera survey upon completion of the survey. The Lump Sum payment will be made after receipt of each video by ENGINEER.
2. [Bid Item No. 7] Well Blasting. Includes all equipment, materials, and permits to properly destroy the well via explosive charges (blasting) - (Lump Sum) Including, but not limited to, “blast design” summary sheet, all materials, supplies (including all explosive charges, detonators, line, etc.), tools, labor, and certified personnel to properly “blast” the well.

3. [Bid Item No. 8] Furnish all labor, materials, and equipment to install neat-cement slurry into the well (Cubic Yards) Including, but not limited to, all equipment, materials, supplies (including neat-cement, water, and any additives), tools, and labor to place neat-cement slurry into the well. The neat-cement shall consist of a mixture of API Spec. 10, Class A (similar to ASTM C150, type 1) or Class B (similar to ASTM C150, type 2) and water in the ratio of not more than 6.0 gallons of water per 94 pound sack of Portland cement. The neat-cement slurry shall be pumped or injected into the well using tremie pipe set to within five feet of the bottom of the well. The tremie pipe may be gradually raised during placement of the neat-cement to avoid excessive pump pressures, but shall remain submerged within the cement at all times during placement. The per cubic yard ordered amount will be paid upon installation.
4. [Bid Item No. 9] Labor, materials and equipment to destroy well including disposal and earthwork to finish grade - (Lump Sum) Including, but not limited to, all equipment, tools, materials, and labor to excavate a hole at least one foot larger in diameter than the drilled hole to a depth of 5.5 feet bgs and remove/cut off the well casing at 5 feet bgs. The removed section of well casing shall be transported from the site and properly disposed of. The remaining portions of the well casing shall be refilled with the neat-cement until the cement spills over into the excavation, forming a 6-inch cap over the top of the well casing. The remaining portion of the excavated hole shall be filled and compacted as outlined in Well Site Improvements Section. The Lump Sum amount will be paid upon completion of earthwork.
5. [Bid Item No. 10] Rental of temporary storage tanks and cleaning fee (1 month). Tank to be placed at Roseville's wastewater treatment plant (Lump Sum) Includes transportation, delivery, rental fee, pickup, and cleaning of temporary storage tank/s large enough to hold all liquid displaced from the well during well destruction. The Lump Sum amount per month will be paid upon disposal of water.
6. [Bid Item No. 11] Furnish and provide transfer trucks and dispose of displaced water (up to 1,800 gallons) to Roseville's wastewater treatment plant (no disposal fee) - (Lump Sum) Including, but not limited to, vehicles, equipment, materials, and labor to transport and transfer displaced liquid from well destruction to temporary storage tank/s at the Roseville wastewater treatment plant. Including pumps and hoses to pump water from temporary tanks to wastewater ponds. The Lump Sum amount per month will be paid upon disposal of water.

D. WELL SITE IMPROVEMENTS

1. [Bid Item No. 12] Backfill and Compact Pipe Trenches and Other Excavations – (Cubic Yards) Including, but not be limited to, all labor, tools, materials for backfilling and compacting trenches and all other excavations. Contractor shall be paid by the neat line, in place, cubic yard volume of material compacted in place.
2. [Bid Item No. 13] Construct Concrete Pad – (Square Yards) Including, but not be limited to, all labor, tools, materials for constructing concrete pads as shown on the Drawings and per City Standards. Contractor shall be paid by the square yards pf concrete pad constructed.

END OF SECTION

SECTION 01501

TEMPORARY FACILITIES

PART 1 GENERAL

1.01 SUMMARY

A. Section includes:

1. Temporary facilities, utilities including but not limited to water, electrical power, drainage, sanitary facilities, and security.

B. MEASUREMENT AND PAYMENT

1. No price is fixed for TEMPORARY FACILITIES in the BID SCHEDULES. The CONTRACTOR is to do the work or furnish materials and equipment to complete all the work as may be needed to provide temporary facilities.
2. The cost of providing such temporary facilities as needed to complete the work or furnishing materials or equipment not otherwise specified in the Special Provisions or Technical Specifications shall be included in the LUMP SUM price bid for the BID ITEM MOBILIZATION and no additional compensation shall be paid.

1.02 WATER

- A. The CONTRACTOR shall arrange for construction water at each site one week, five (5) working days, prior to the pre-construction meeting.
- B. Water shall be obtained from municipal fire hydrants for use by the CONTRACTOR. The CONTRACTOR shall obtain a Hydrant Permit and an approved back-flow prevention device from the CITY for use in connecting to the hydrants. A refundable deposit is required.
- C. All water necessary for destruction of the wells shall be conveyed to the well sites by the CONTRACTOR.
- D. Water used for well destruction, equipment cleaning and soil compaction shall be kept free from contamination.

1.03 ELECTRICAL POWER

- A. The CONTRACTOR shall provide, at his own expense, all electric power required for destruction, general and security lighting, and all other purposes whether supplied through temporary or permanent facilities. The CONTRACTOR may arrange with the local utility to provide adequate temporary electrical service at a mutually agreeable location or provide his own generating equipment provided it meets the conditions of the County Noise Ordinance.
- B. When power cords are used at the site, the CONTRACTOR shall provide adequate job site electrical distribution facilities conforming to applicable codes and safety regulations.

1.04 DRAINAGE

- A. CONTRACTOR shall prevent any fluids from entering the on-site drainage facilities, nearby creeks, or drainage tributaries.
- B. The CONTRACTOR is not allowed to utilize the Off-Site Drainage (storm water) facilities, unless otherwise instructed by and approved by the CITY.

1.05 SANITARY FACILITIES

- A. The CONTRACTOR shall provide and maintain suitable chemical toilets or water closets (cleaned a minimum of twice per week) at the well locations. Upon completion of the contract work, the CONTRACTOR shall remove such toilet and disinfect the premises in the event of a spill or leakage.

1.06 LIGHTING

- A. The CONTRACTOR shall provide temporary lighting in all work areas sufficient to maintain a lighting level during working hours not less than the lighting level required by California OSHA standards. When used, lighting shall be shielded so that adjacent property owners are not adversely impacted.

1.07 NUISANCE WATER

- A. It is anticipated that nuisance water, such as rainfall or surface runoff may be encountered within the construction site during the period of construction under this contract. The CONTRACTOR shall at all times protect the work from damage by such waters and shall take all due measures to prevent delays in progress of work caused by such waters. The CONTRACTOR shall dispose of nuisance water at his own expense and without adverse effects upon the CITY's property or any other property.

1.08 WATER DISPOSAL

- A. The water displaced during placement of the grout in the well will not be discharged into streets, gutters or into any of the facilities such as the stormwater sewer system.
- B. The CONTRACTOR will notify the CITY and ENGINEER a minimum of two working days in advance prior to placing temporary storage tanks and transporting water to the City of Roseville Wastewater Treatment Plant, located at 1800 Booth Rd, Roseville, CA.
- C. Water/liquid waste produced from well destruction operations will be captured, transported and stored in temporary storage tanks to be located within the City's Dry Creek Wastewater Treatment Plant. The CITY will analyze the water for hazardous constituents at no additional cost to the CONTRACTOR. Upon receipt of analyses and approval by the CITY, the CONTRACTOR shall coordinate with the CITY on various options for disposal of the liquid waste.

1.09 FENCES

A. Fences, Barricades, Warning Signs, and Lights.

1. When used, shall conform to CAL-OSHA regulations, other State of California and local codes, rules, regulations, and ordinances for protection of workers, public and private property, and provide, install and maintain barricades, warning devices and other protection required therefor.
2. CONTRACTOR shall provide temporary fencing, etc., as required to protect materials, equipment, and miscellaneous items from theft, vandalism, unauthorized access and/or harm.

PART 2 PRODUCTS

(Not used.)

PART 3 EXECUTION

(Not used.)

END OF SECTION

SECTION 02523-200

VIDEO CAMERA SURVEYS

PART 1. GENERAL

1.01 DESCRIPTION

- A. This work includes all materials, labor, tools, and equipment required for color video camera surveys over the entire depth of the well. Video surveys are anticipated to be completed after removal of the pump from each well.

1.02 SUBMITTALS

- A. The CONTRACTOR shall list a firm in the SUBCONTRACTOR's list provided as part of the Bid Package. The CONTRACTOR shall submit the name and qualifications of the firm retained to perform the camera survey. A DVD shall be provided to the ENGINEER immediately after the survey is complete.
- B. The CONTRACTOR shall provide the ENGINEER with two (2) DVDs of the camera survey upon completion of the survey.

1.03 MEASUREMENT AND PAYMENT

- A. Payment for the video camera surveys shall be per Lump Sum price as itemized in the BID SCHEDULES.

PART 2. MATERIALS

2.01 VIDEO CAMERA

- A. The camera used for the survey shall be equipped with centralizers.
- B. The equipment used by the firm for the video survey shall produce a video with an automatic depth indication.
- C. The camera shall provide both vertical and side scanning capabilities.

2.02 DVD

- A. The CONTRACTOR shall use new DVD's to document the camera survey.

PART 3. EXECUTION

3.01 SURVEY

- A. The surveys shall be run in the presence of the ENGINEER.

- B. The CONTRACTOR shall spray exposed surfaces of the camera with a solution having a chlorine residual of not less than 200 mg/L prior to performing the survey.
- C. The CONTRACTOR shall be required to provide whatever assistance may be required to accomplish the camera survey, including removing and reattaching steel cover security plates on the well casing.
- D. The CONTRACTOR shall convey at least three (3) well volumes of fresh water over a minimum of eight (8) hours into the well before conducting the video survey.
- E. Clarity must be sufficient to evaluate the condition of all joints, screen openings, and interior surface of all casings and screen.
- F. Should the video survey fail to produce a clear picture of the internal casing conditions as determined by the ENGINEER, the CONTRACTOR shall make arrangements to clear the water and resurvey the well at no additional expense to the ENGINEER.
- G. A vertical scan of the well shall be completed first to the total depth of the well. A focusing side-scan of the well shall be made as the camera is returned to ground surface to inspect all points of interest, including but not limited to well screens, casing joints, sounding port, and damaged areas/spots.
- H. The maximum speed of the vertical survey shall be 30 feet per minute. The side scan shall be at a rate of no more than one revolution per foot at a rate of 10 feet per minute. If the survey speed exceeds this rate, the CONTRACTOR shall re-run the video survey at no additional cost to the CITY.
- I. The video survey DVDs shall become the property of the ENGINEER at the time the survey is completed.

END OF SECTION

SECTION 02523-500

WELL DESTRUCTION

PART 1 GENERAL

1.01 SUMMARY

A. Section includes:

1. This work includes all materials, labor, tools, and equipment required to destroy Well #1, Well #2, and Well #3. The CONTRACTOR shall obtain encroachment permits, submit a Traffic Control Plan (for Well #2 and Well #3) for City review and approval, and arrange with the adjacent property owners (for Well #1 and Well #3) to vacate parking stalls adjacent to the well sites during the execution of this phase of work. CONTRACTOR to obtain well destruction permits from the CITY.

B. Related Sections:

1. Section 02523-510: Well Facilities Destruction and Improvement
2. Section 02523-530: Site Cleanup

C. Measurement and Payment

1. Measurement

- a. The unit for this work is LUMP SUM for work associated with Well Destruction other than for Bid Item No. 9.
- b. The unit for this work is CUBIC YARD for neat-cement sealing material volume ordered.
- c. No standby time will be paid for the 24-hour period following the placement of the grout.

2. Payment

- a. Payment for well destruction will be made on a LUMP SUM basis as stated for BID ITEMS, Well Destruction as shown on the BID SCHEDULES A through C except for Bid Item No. 9. The payment includes furnishing and supplying all labor, equipment and materials (concrete at the calculated volume plus 30%) site preparation, placement of sealing materials, and site restoration as described below.
- b. Payment for additional concrete grout, including any additional concrete, labor, and equipment above the calculated volume, shall be paid per cubic yard on the delivery receipt as stated in BID SCHEDULES, Bid Item No. 9.
- c. No separate progress payments will be made.

1.02 REFERENCES

- A. Placer County Code, Section 4, Subchapter 8: Wells.
- B. Water Well Standards, State of California, Bulletin 74-90 (Supplement to Bulletin 74-81), June 1991 or latest applicable edition/revision.

1.03 DEFINITIONS

- A. Sealing Material—Sealing materials consist of neat cement grout.
- B. Calculated volume – the volume of the well casing using the total depth as recorded by the video log plus 30%, per Bid Item No. 9. CONTRACTOR allowed to order additional volume based on experience and actual conditions encountered.

1.04 SUBMITTALS

A. Quality Assurance

- 1. The CONTRACTOR shall submit at the preconstruction meeting a “Blast Design” summary sheet describing the spacing and size of the explosive charges to be used at Well #3.
- 2. Well Destruction Permits - from the City of Roseville, Environmental Utilities, Technical Services Engineering: **(916) 774-5751**.
- 3. The CONTRACTOR shall submit at the preconstruction meeting a Traffic Control Plan for Wells #1, #2, and #3.
- 4. Test Reports
 - a. Delivery receipts for commercially prepared and supplied sealing material placed for the seals shall be provided to the CITY or ENGINEER for approval prior to installation by the CONTRACTOR.

B. Procedure

- 1. A sealing material placement procedure, including type of material and additives if any, shall be prepared and submitted to the CITY or ENGINEER for approval prior to Mobilization by the CONTRACTOR.

PART 2 PRODUCTS

2.01 PRE-APPROVED FIRMS

- A. The following firm is pre-approved by the CITY to place shaped charges into the well prior to placing sealing material to destroy the well. No other firm shall be used unless approved by the CITY. The CONTRACTOR shall show the approved firm in the Subcontractor’s list provided as part of the Bid Package:
 - 1. Welenco (Water Well Technologies): 5201 Woodmere Drive, Bakersfield, CA 93313, (661) 834-8100.
- B. The CONTRACTOR may list another firm other than that listed above provided:
 - 1. The CONTRACTOR **and proposed firm** provide the ENGINEER with the documentation that clearly shows that the proposed firm will provide equivalent services, products, and equipment for all the surveys specified in this and related technical specifications.

2.02 MATERIALS

A. Sealing Material

- 1. Neat-Cement Sealing Material: A neat-cement sealing material shall be used for the sanitary seal.

- a. Neat-Cement “Grout”: “Neat-cement shall consist of a mixture of API Spec. 10, Class A (similar to ASTM C150, type 1) or Class B (similar to ASTM C150, type 2) and water in the ratio of not more than 6.0 gallons of water per 94 pound sack of Portland cement weighting approximately 118 pounds per cubic foot. The compressive strength of neat cement shall be 500 psi or more.
 - b. Cement: Cement used in sealing mixtures shall meet the requirements of American Society for Testing and Materials C150, Standard Specification for Portland Cement, including the latest revisions thereof.
 - 1) Special cement setting accelerators and retardants and other additives may be used in some cases with ENGINEER’s approval. Special field additives for Portland cement mixtures shall meet the requirements of ASTM C494, Standard Specification for Chemical Admixtures for Concrete, including the latest revisions thereof. ASTM C150 Type I cement is equal to API Class A cement.
 - c. Water: Water used to prepare sealing mixtures or added on site should generally be of drinking water quality, shall be compatible with the type of sealing material used, be free of petroleum and petroleum products, and be free of suspended matter. The quality of water to be used for sealing mixtures shall be determined where unknown.
 - d. Additives: Materials used as additives for Portland cement mixtures in the field shall meet the requirements and latest revisions thereof, ASTM-C494, Standard Specifications for Chemical Admixtures for Concrete and be **Approved** by the ENGINEER prior to use by the CONTRACTOR.
 - e. Mixing: Cement-based sealing materials shall be mixed thoroughly to provide uniformity and ensure that no lumps exist.
2. Variations: Ratios of the components of cement-based sealing materials can be varied, depending upon the type of cement and additives used. CONTRACTOR shall submit variations proposed to CITY and ENGINEER 5 working days prior to use for approval.
 3. Bentonite: Bentonite is allowed as an additive to cement-based sealing mixes, at a ratio of up to 6% by weight of cement used. If bentonite is to be used, it must be proposed in the submittal for sealing material.

PART 3 EXECUTION

3.01 WELL DESTRUCTION

A. Site Preparation

1. The CONTRACTOR shall destroy (at each site) the facilities and the existing concrete pedestal and the entire concrete slab that surrounds the well.

B. Placement of Sealing Material at Well #1 and Well #2

1. The CONTRACTOR shall arrange for a City of Roseville, Environmental Utilities, Technical Services Engineering inspector to observe installation of the sealing material. A minimum of 48 hours’ notice is required for scheduling an inspection:

- a. Environmental Utilities, Technical Services Engineering: **(916) 774-5751**.
 2. The CONTRACTOR shall rip the well casing using a star-perforator or mills knife between 25 and 165 feet at Well #2 and between 25 and 195 feet at Well #1.
 3. Weld a flange fitting onto the well to create an air-tight seal.
 4. The CONTRACTOR shall install a tremie pipe into each well to within 5 feet of the top of the fill.
 5. The sealing material shall be pumped or injected into the wells through a tremie pipe. The tremie pipe may be gradually raised during placement to avoid excessive pump pressures. The end of the tremie pipe must remain submerged in the sealing material and the tremie pipe shall be kept full of sealing material at all times during placement.
 6. Install the flange plate with at least one fitting. Apply 20 psi of pressure to the well to force the grout into the formation and hold for a minimum of 2 hours.
 7. The CONTRACTOR shall excavate a hole at least one foot larger in diameter than the drilled hole (around the conductor casing when present) to a depth of 5.5 feet bgs. The well casing shall be cut off, six (6) inches above the bottom of the excavation, and removed.
 8. The remaining portions of the well casing shall be refilled with the sealing material until the sealing material spills over into the excavation, forming a 6-inch cap over the top of the well casing.
 9. The water displaced during filling of the casing with the sealing material shall be conveyed to a portable storage tank. At no time shall the water be allowed to pond in the excavation. The CONTRACTOR can use the adjacent parking lot at Well #1 (as agreed upon prior with property owners) and space allocated in the encroachment permit/traffic control plan for Well #2 for staging of concrete trucks, portable storage tanks during demolition of the well.
 10. The CONTRACTOR shall transport the water to the City of Roseville Dry Creek Waste Water Treatment Plant. At no time shall the CONTRACTOR be allowed to dispose of concrete-affected groundwater or concrete washout water to the storm drain system.
 11. When sealing material is supplied to the project site via commercial vendor, all on-site water additions to the mixture shall be metered, documented, and submitted to the CITY prior to or during placement. Water quantities for sealing material mixed on-site shall be metered, documented, and submitted to the CITY.
 12. The CONTRACTOR shall not perform any work on the well during the 24-hour period after the sealing material is installed.
- C. Placement of Sealing Material at Well #3
1. The CONTRACTOR shall arrange for a City of Roseville, Environmental Utilities Engineering Division inspector to observe installation of the sealing material. A minimum of 48 hours' notice is required for scheduling an inspection:
 - a. Environmental Utilities, Technical Services Engineering: **(916) 774-5751**.

2. The CONTRACTOR shall excavate a hole at least one foot larger in diameter than the drilled hole (around the conductor casing when present) to a depth of 5.5 feet bgs. The well casing shall be cut off, six (6) inches above the bottom of the excavation, and removed.
3. The CONTRACTOR shall install a tremie pipe into the well to within 5 feet of the top of the fill or bottom of the well.
4. The CONTRACTOR shall place the shaped charges into Well #3 to rip the well casing and screen.
5. The sealing material shall be pumped or injected into the wells through a tremie pipe. The tremie pipe may be left in place or gradually raised during seal placement to avoid excessive pump pressures. The end of the tremie pipe must remain submerged in the sealing material and the tremie pipe shall be kept full of sealing material at all times during placement.
6. At Well #3, after the sealing material is within 50-feet of the top of the well casing, the explosive shaped charges shall be ignited. CONTRACTOR shall provide a temporary shield to limit concrete displacement onto ground surface.
7. The remaining portions of the well casing shall be refilled with the sealing material until the sealing material spills over into the excavation, forming a 6-inch cap over the top of the well casing.
8. The water displaced during filling of the casing with the sealing material shall be conveyed to either a temporary storage tank or directly to a transfer truck. At no time shall the water be allowed to pond in the excavation. The CONTRACTOR can use the adjacent parking lot at Well #3 (as agreed upon prior with property owners) for staging of concrete trucks, temporary storage, or transfer trucks during demolition of the well. All equipment shall be removed from the property within 5 days of destruction of the well and returned to its approximate original condition.
9. The CONTRACTOR shall transport the water to the City of Roseville's Dry Creek Waste Water Treatment Plant. At no time shall the CONTRACTOR be allowed to dispose of concrete-affected groundwater or concrete washout water to the storm drain system.
10. When sealing material is supplied to the project site via commercial vendor, all on-site water additions to the mixture shall be metered, documented, and submitted to the CITY prior to or during placement. Water quantities for sealing material mixed on-site shall be metered, documented, and submitted to the CITY.
11. The CONTRACTOR shall not perform any work on the well during the 24-hour period after the sealing material is installed.

D. Site Restoration

1. The CONTRACTOR shall dispose of the concrete slab and debris in conjunctive with Section 02523-510, Well Site Facilities Demolition and Improvements.
2. The CONTRACTOR shall fill the excavation and compact the soils in accordance with Section 111 of the City of Roseville's Design and Construction Standards dated January 2016 which requires 95% relative compaction achieved under

roadway, sidewalk, and curb/gutter improvements and 90% compaction achieved in graded areas.

END OF SECTION

SECTION 02523-510

WELL SITE FACILITIES DEMOLITION AND IMPROVEMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Section includes:

1. This work includes all materials, labor, tools, and equipment required to demolish existing well site facilities and construct well site improvements for Well #1, Well #2, and Well #3. All work shall be completed as shown or described on the Drawings, Specifications, and City Standards.

B. Related Sections:

1. Drawings

C. Measurement and Payment

- a. See Section 01025 – Measurement and Payment.

1.02 REFERENCES

- A. ACI 318-14 - Building Code Requirements for Structural Concrete
- B. AWWA C651-14 – Disinfecting Water Mains
- C. AWWA M23 - PVC Pipe – Design and Installation, 2nd Edition
- D. AWWA M41 - Ductile-Iron Pipe and Fittings, 3rd Edition
- E. City of Roseville Design Standards, Construction Standards, and Design and Construction Details dated January 2016 (City Standards)

1.03 DEFINITIONS

- A. City Standards - City of Roseville Design Standards, Construction Standards, and Design and Construction Details dated January 2016
- B. City Design Standards - City of Roseville Design Standards dated January 2016
- C. City Construction Standards - City of Roseville Construction Standards dated January 2016
- D. City Standard Details - City of Roseville Design and Construction Standards dated January 2016

1.04 SUBMITTALS

A. Quality Assurance

1. The CONTRACTOR shall list all subcontractors, if any, to be used for the following work:
 - a. Site demolition work
 - b. Waterline pipe demolition and capping work;
 - c. Concrete improvement work (i.e. pads, sidewalk, curb, gutter, ramps);
 - d. Pavement improvement work.

2. Delivery receipts for commercially prepared and supplied fill materials shall be provided to the CITY for approval prior to installation by the CONTRACTOR.
 3. Delivery receipts for commercially prepared and supplied concrete materials shall be provided to the CITY for approval prior to installation by the CONTRACTOR.
- B. Submittals shall be submitted for approval for the following items in accordance with the Contract Documents:
1. Copies of all required permits (i.e. encroachment, disposal, hauling etc.)
 2. Traffic Control Plan;
 3. Storm Water Pollution Control Plan;
 4. Sheet piling and shoring calculations and details (Signed and stamped by California Registered Civil Engineer);
 5. Utility and existing water pipeline to be capped potholing data report 21 calendar days prior to commencing any trenching or excavation or ordering materials for work;
 6. Site demolition plan (include methods to handle and dispose of hazardous material, including disposal sites);
 7. Site locations for disposal of material;
 8. Imported backfill material data;
 9. Concrete mix designs;
 10. Rebar size and material data;
 11. Thrust block construction details showing existing water pipeline, trench width, block dimensions, reinforcement sizes, spacing, location, tie locations etc.;
 12. Restrained pipe cap data for existing water pipe, including but not limited to size, type, material, pressure rating, installation instructions, etc.
 13. Additional submittals as required by City Standards.

1.05 QUALITY CONTROL/QUALITY ASSURANCE

- A. Contractor is responsible for its own quality control of materials and workmanship for this Work. Additional testing for Contractor's own purposes or required but not provided by CITY shall be included in Contractor's bid prices.
- B. CITY will provide onsite geotechnical and materials testing for its own purposes of monitoring quality of materials and Work. Material testing may include but is not limited to soil material testing (existing and imported), compaction testing, concrete testing and asphalt testing.

PART 2 PRODUCTS

2.01 GENERAL

- A. All products shall be as described in the Specifications, Drawings and City Standards.

PART 3 EXECUTION

3.01 GENERAL

- A. The execution of the work shall be as described in the Specifications, Drawings and City Standards.

END OF SECTION

SECTION 02523-530

SITE CLEANUP

PART 1 GENERAL

1.01 SUMMARY

A. Section includes:

1. This work includes all materials, labor, tools, and equipment to perform all site cleanup and any incidentals therefore.

B. Related Sections

1. Section 02523-500 – Well Destruction
2. Drawings

C. Measurement and Payment

1. Measurement - no measurement shall be made for Site Cleanup.
2. Payment - no separate payment for Site Cleanup.
3. There will be no additional payment for while site cleanup is being conducted.

PART 2 PRODUCTS

(NOT USED)

PART 3 EXECUTION

3.01 CLEANING

- A.** The CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at completion of the work, shall remove all waste materials, rubbish, and debris from and about the well site as well as all tools, construction equipment, fuel tanks, machinery, and surplus materials.

1. The CONTRACTOR shall leave the site clean and ready for use by the CITY.
2. The CONTRACTOR shall restore, to an equal or better condition, all temporary work areas.
3. All wastes are to be removed from the site and properly disposed by the CONTRACTOR.
4. The CONTRACTOR is responsible for any damages to properties adjacent to the well caused by their or their subcontractors activities associated with the work described in the contract documents.

END OF SECTION

ASSEMBLY BILL 626

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

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

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

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

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

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

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

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

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

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

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

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

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

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

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

SECTION 1.

Section 9204 is added to the Public Contract Code, to read:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

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

(c) For purposes of this section:

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

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

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

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

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

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

(B) “Public entity” shall not include the following:

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

(5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

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

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

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

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

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

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot

agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

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

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

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

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

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

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

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

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

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

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

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

SECTION 2.

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

SECTION 3.

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

APPENDIX A

“HAZARDOUS MATERIALS SURVEY”



**ENTEK
CONSULTING GROUP, INC.**

4200 Rocklin Road, Suite 7, Rocklin, CA 95677 Phone (916) 632-6800 Fax (916) 632-6812 www.entekgroup.com

**HAZARDOUS MATERIALS SURVEY
FINAL REPORT**

OWNER/CLIENT

**GEI Consultants
2868 Prospect Park Drive, Ste. 400
Rancho Cordova, CA 95670**

CONTACT

**Ms. Richard Shatz
Principal Hydrologist**

SURVEY ADDRESS

**402 Atlantic Street
213 Church Street
120 Pacific Street
Roseville, CA 95678**

BUILDINGS SURVEYED

**Well Pump House #1 (402 Atlantic Street)
Well Pump House #2 (213 Church Street)
Well Pump House #3 (120 Pacific Street)**

PREPARED BY

**Don D'Amico
CAC #96-2014 & CDPH #I/S-615
Entek Consulting Group, Inc.
4200 Rocklin Road, Suite 7
Rocklin, CA 95677**

**Entek Project #16-4095
September 20, 2016**

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Executive Summary

The United States Environmental Protection Agency, National Emission Standards for Hazardous Air Pollutants (US EPA NESHAP), 40 CFR Part 61, requires an owner or operator of a demolition or renovation project to thoroughly inspect the affected facility or part of the facility where the demolition or renovation operation will occur for the presence of asbestos-containing materials (ACM) prior to the commencement of that project.

This inspection report was requested by Mr. Richard Shatz, Principal Hydrologist with GEI Consultants, Inc.

The purpose of the inspection was to comply with US EPA NESHAP requirements and the California Air Resources Board (CARB) which has jurisdiction for these project sites to determine if asbestos or lead containing materials are present which may be impacted during an upcoming demolition of the project structures. Entek understands the buildings included in this survey were constructed in the late 1940's (Well Pump House #2) and late 1970's (Well Pump House #1 and #3).

Terminology used in this report might include regulated asbestos containing material (RACM), Category I (CAT-I) or Category II (CAT-II) ACM, or asbestos containing construction material (ACCM).

The attached drawing(s) show approximate sample locations and also identify those bulk sample materials analyzed and found to contain asbestos greater than 1% with a (+) after the sample number. Materials analyzed and found to contain less than 1% asbestos or reported as none detected have a (-) after each sample number.

Materials are classified in the tables of this report as regulated asbestos containing material (RACM), Category I (CAT-I) or Category II (CAT-II) ACM, or asbestos containing construction material (ACCM), which included collecting multiple samples of some materials. Contractors and other individuals who view the sample locations and associated results indicated with either a (-) or a (+) on the drawing to make determinations take the risk of misidentifying a material and may arrive at determinations which are in direct conflict with the written findings of this report. This use of the drawing and the information provided on it relating to individual sample results in determining if a material does or does not contain asbestos is not recommended.

This is a summary of the report. The report must be read in its entirety, and the reader must review all the detailed information provided in the body of the report prior to making any interpretations, or conclusions pertaining to the information. Any conclusions made by the reader about the information provided in the body of this report which are contradictory or not included in this report are the responsibility of the reader.

Asbestos

On September 1, 2016, Entek conducted a survey of the interior and exterior of the three well pump houses located at 402 Atlantic Street, 213 Church Street, and 120 Pacific Street, Roseville, California.

The results of testing for asbestos during this survey indicate asbestos is present in the gray tar paper present beneath wood shake shingles on the roof of Well Pump House #1 located at 402 Atlantic Street. Specifics pertaining to individual materials can be found in later sections of this report. Asbestos was not detected in any of the materials sampled for Well Pump House #2 and #3. Specifics pertaining to individual materials can be found in later sections of this report.

Materials that do not contain asbestos:

Well Pump House #1 (402 Atlantic Street)

- Black Asphalt Roofing
- Gray Concrete Masonry Unit (CMU), Gray Mortar
- Gray Concrete, Building Slab Foundation
- Gray Concrete, Well Pump Slab

Well Pump House #2 (213 Church Street)

- Black Tar Paper/Felt Below Wood Shake Roof
- Gray CMU, Gray Mortar
- Gray Concrete, Building Slab Foundation
- Gray Concrete, Well Pump Slab

Well Pump House #3 (120 Pacific Street)

- Asphalt Composition Shingle/Black Tar Paper
- Gray CMU, Gray Mortar
- Gray Concrete, Building Slab Foundation
- Gray Concrete, Well Pump Slab

Lead

Entek investigated existing exterior paints in an effort to determine if lead was present in these materials. The red/brown paint found on the wood fascia and orange/tan paint on the exterior CMU wall of Well Pump House #3, were found not to contain lead above the analysis method detection limit of 50 parts per million (ppm). Lead related construction work practices will not be required for any work impacting these materials.

Other paints or applied coatings to include the following were determined to contain lead in amounts less than 5,000 ppm and are classified as lead containing paint (LCP):

Well Pump House #1 (402 Atlantic Street)

- Yellow Paint on Wood Roofing Joist Below Wood Shake Roofing Shingle - Well Pump House #1 (1,200 ppm lead)

Well Pump House #2 (213 Church Street)

- Red/Brown Paint on Upper Wood Siding, North Side of Well Pump House
- Orange/Brown Paint on Exterior CMU Wall, South Side of Well Pump House

Introduction

This report presents results of a pre-demolition asbestos survey performed by Entek which included the three Well Pump Houses located in Roseville, California.

The inspection was conducted on September 1, 2016 by Mr. Don D'Amico who is a US EPA Asbestos Hazard Emergency Response Act (AHERA)-accredited building inspector, a Cal/OSHA Certified Asbestos Consultant (CAC), and a State of California Department of Public Health (CDPH) certified Lead Inspector/Assessor.

Building Descriptions

The three Well Pump Houses are each single story buildings with a slab on grade foundation. Well Pump House #2 was constructed in the late 1940's and Well Pump House #1 and #3 were constructed in the late 1970's. The interior finishes include exposed CMU walls, bare concrete floors and wood ceiling. Each of the Well Pump Houses contained a well pump situated on a separate concrete slab. Entek understands the Well Pump Houses are scheduled for demolition at a later time.

Asbestos Inspection and Sample Collection Protocols

Entek included all interior and exterior areas expected to be impacted by the demolition. Entek did not use any demolition methods to look within enclosed wall or ceiling cavities during this investigation as the walls were constructed of CMU block. Entek did include all suspect materials observed in, on, or associated with the areas included in this report.

Bulk samples were collected of various materials suspected to contain asbestos by utilizing a power drill and coring tube, cutting the materials with a razor knife, or use of other appropriate hand tools.

Surfacing materials were collected in a random manner representative of the associated homogenous area as required in 40 CFR Part 763, Asbestos-Containing Materials in Schools; Final Rule and Notice, published October 30, 1987 and the Sacramento Metropolitan Air Quality Management District (SMAQMD) Compliance Assistance Advisory published in June 2010.

Miscellaneous materials were collected from each homogenous area in a manner sufficient to determine whether the material is or is not ACM as required in 40 CFR Part 763, Asbestos-Containing Materials in Schools; Final Rule and Notice, published October 30, 1987.

Approximate locations of all samples collected during this inspection are indicated on the "Bulk Asbestos Material Analysis Request Forms for Entek", which served as the chain of custody for the samples. In addition, the sample locations are indicated on the "Asbestos

Bulk Sample" diagrams attached to this report.

Asbestos Bulk Sample Results

Several materials were observed which are considered "suspect" under US EPA guidelines. Under current US EPA guidelines for conducting building inspections for ACM, all "suspect" materials must be assumed to contain asbestos until otherwise determined by laboratory testing.

The samples of materials suspected of containing asbestos were submitted to Asbestech, a laboratory located in Carmichael, California. These samples were subsequently analyzed by polarized light microscopy (PLM) with dispersion staining. Asbestech is accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for this analysis.

US EPA NESHAP uses the terms RACM, CAT-I, & CAT-II when identifying materials which contain asbestos in amounts greater than 1%. Cal/OSHA uses the term ACCM which indicates a manufactured construction material contains greater than 0.1% asbestos by weight by the PLM method. This definition can be found in 8 CCR Part 1529.

A total of 21 bulk samples were collected of all the materials considered to be "suspect" observed during this inspection. Results of the analysis are listed in the following table:

Suspect Materials Found or Known TO Contain >1% Asbestos (ACM)				
Sample ID#'s	Suspect Material	Asbestos Content/Type (%) by PLM	Location	Total Estimated Quantity
ECG-16-4095-01A	Gray Tar Paper	30-40% Chrysotile	Beneath Wood Shake Shingles on Roof of Well Pump House #1	Approx. 120 square feet

Suspect Materials Found NOT TO Contain Asbestos				
Sample ID#'s	Suspect Material	EPA AHERA "Suspected" ACBM	Asbestos Content	Location
01A-C	Black Asphalt Roofing Below Wood Shake Shingle	Miscellaneous	None Detected	Well Pump House #1 (402 Atlantic Street)
02A-B	Gray CMU/Gray Mortar	Miscellaneous	None Detected	Well Pump House #1
03A	Gray Concrete, Building Slab	Miscellaneous	None Detected	Well Pump House #1
04A	Gray Concrete, Well Pump Slab	Miscellaneous	None Detected	Well Pump House #1
01A-C	Black Tar Paper/Black Felt Roofing Material	Miscellaneous	None Detected	Well Pump House #2 (213 Church Street)

Suspect Materials Found NOT TO Contain Asbestos				
Sample ID#'s	Suspect Material	EPA AHERA "Suspected" ACBM	Asbestos Content	Location
02A-B	Gray CMU/Gray Mortar	Miscellaneous	None Detected	Well Pump House #2
03A	Gray Concrete, Building Slab	Miscellaneous	None Detected	Well Pump House #2
04A	Gray Concrete, Well Pump Slab	Miscellaneous	None Detected	Well Pump House #2
01A-C	Black Asphalt Composition Roofing Shingle/Black Tar Paper	Miscellaneous	None Detected	Well Pump House #3 (120 Pacific Street)
02A-B	Gray CMU/Gray Mortar	Miscellaneous	None Detected	Well Pump House #3
03A	Gray Concrete, Building Slab	Miscellaneous	None Detected	Well Pump House #3
04A	Gray Concrete, Well Pump Slab	Miscellaneous	None Detected	Well Pump House #3

NOTE: All sample numbers are preceded by ECG-16-4095-

US EPA AHERA uses three terms when determining the classification of a material for the purpose of sampling. These terms include miscellaneous, surfacing, and thermal system insulation (TSI).

Miscellaneous materials are building materials on structural components, structural members or fixtures, such as floor and ceiling tiles, and does not include surfacing material or TSI.

Surfacing materials are materials that are sprayed-on, troweled-on, or otherwise applied to surfaces, such as acoustical plaster on ceiling and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes.

TSI is material applied to pipes, fittings, boilers, breeching, tanks, ducts, or other structural components to prevent heat loss or gain, water condensation, or for other purposes.

The information provided in the tables of this report are for use by the Owner in determining where asbestos containing materials are located, and whether or not any future work may impact those materials. The information is also provided for use by any contractor who may perform work in areas impacting the materials listed in this report.

Any building materials which are considered "suspect" for containing asbestos which have not been identified in this report must be assumed to contain asbestos in amounts >1% until properly investigated and/or tested.

Materials commonly excluded from being suspected for containing asbestos include, but are not limited to: unwrapped pink and yellow fiberglass insulating materials or products,

foam insulation, wood, metal, plastic, rubber, or glass. All other types of building materials or coatings on the materials listed above are commonly listed as “suspect” and must be tested prior to impact. Work impacting these untested or newly discovered materials must cease until an investigation can be completed.

Asbestos Regulatory Requirements

US EPA

The property included in this survey report is located in Placer County. California Air Resources Board (CARB) has been given authority for enforcement of the NESHAP regulations by means of their own rules.

Ten day advance written notification to the CARB is required prior to the performance of any demolition project regardless of asbestos being present or not. A demolition is the wrecking, taking out, or burning of any load supporting structural member. A renovation is everything else.

There is not a sufficient amount of ACM present to require a 10 day notification to the CARB be submitted for asbestos purposes prior to starting work which will impact materials identified as RACM or CAT-I and CAT-II materials if they are made friable. If more than 160 square feet, 260 linear feet or 35 cubic feet of RACM is planned for removal on the project, formal written notification to CARB is required.

Cal/OSHA

Disturbance of any ACM or ACCM could generate airborne asbestos fibers and would be regulated by Cal/OSHA. Cal/OSHA worker health and safety regulations in 8 CCR Part 1529 apply during any disturbance of asbestos, regardless of the percentage, by a person while in the employ of another. These requirements apply even for materials found to contain <1% asbestos.

Since it has been estimated more than 100 square feet of ACM does exist and will be impacted during the upcoming project, a licensed asbestos contractor, certified by the State of California, and registered with Cal/OSHA is required to perform the asbestos related removal work.

Lead Inspection, Sampling & Results

Five (5) bulk samples of painted surfaces were collected and submitted to Asbestech laboratory. These samples were subsequently analyzed by atomic absorption spectrometry (AAS). Results of the analysis are listed in the table on the following page:

Paints/Coatings/ Materials Determined to be Lead Containing Paint (LCP)		
Paint/Coating Color or Material	Lead Content (ppm)	Component/Location
Yellow Paint on Wood Roofing Joist Below Wood Shake Roof	1,200	Below Roof of Well Pump House #1
Red/Brown Paint on Upper Wood Siding	2,400	Upper Wood Siding Upper Wood Siding, North Side of Well Pump House #2
Orange/Brown Paint on Exterior CMU Wall	120	Exterior CMU Wall, South Side of Well Pump House #2

LCP - Materials/coatings/paints which contain measurable amounts of lead. The disturbance of these materials/coatings/paints is regulated by Cal/OSHA.

Paints/Coatings/Materials Determined NOT TO Contain Lead (≤ Reporting Limit, 50 ppm)	
Paint/Coating Color or Material	Building Component
Red/Brown Paint	Wood Fascia, North Wall of Well Pump House #3
Orange/Tan Paint	Exterior CMU West Wall on Well Pump House #3

Paints determined “NOT TO” contain lead for the purposes of this report are those samples which when analyzed did not indicate lead to be present at or above the limit of detection for the analysis method used. This limit of detection was 50 parts per million (ppm). As a result, any paints shown “NOT TO” contain lead will not require any special training or work practices related to lead when impacted.

Lead Regulatory Compliance

Any upcoming project, which may result in the disturbance of lead containing products or surfaces, but is not intended to remediate a lead hazard or specifically designed to remove LBP to reduce or eliminate a known hazard, would be considered “lead related construction work”.

Lead related construction work does not fit the classification of a “lead abatement project” under CDPH Title 17 regulations. “*Abatement*” is defined in Title 17, Division 1, Chapter 8, Article 1 as “any set of measures designed to reduce or eliminate lead hazards or LBP for public and residential buildings, but does not include containment or cleaning.” A *lead hazard* is defined in Title 17, Division 1, Chapter 8, Article 1 as “deteriorated LBP, lead contaminated dust, lead contaminated soil, disturbing LBP or presumed LBP without containment, or any other nuisance which may result in persistent and quantifiable lead exposure.”

Lead related construction work means any “construction, alteration, painting, demolition, salvage, renovation, repair, or maintenance of any residential or public building, including preparation and cleanup, that, by using or disturbing lead-containing material or soil, may result in significant exposure of adults or children to lead”. (Title 17, California Code of Regulations, Division 1, Chapter 8, Article 1).

Currently, Cal/OSHA has not established a definition for LBP, nor have they established minimum concentrations where their regulations do not apply. Cal/OSHA regulates all construction activities involving materials containing lead, including LBP. These regulations are found in CCR, Title 8 Section 1532.1 (§1532.1) Lead in Construction.

Since Cal/OSHA has not established a concentration of lead in a product where their regulations do not apply, any disturbance to products containing lead are subject to the jurisdiction of Cal/OSHA and their regulations. Disturbance of paints/coatings or materials determined to be LBP may trigger a pre-work notification to Cal/OSHA if “trigger tasks” disturb 100 square feet or more of those paints/coatings or materials. Trigger tasks are described in Title 8 CCR 1532.1 and include manual demolition of structures (e.g., dry wall), manual scraping, manual sanding, heat gun applications, abrasive blasting, welding, cutting, and torch burning.

Limitations

Entek did not perform any destructive sampling to look into ceiling and wall cavities. As a result, it may be possible for materials to be hidden in these areas which are not included in this report. Entek also did not employ any destructive measures on floors of interior spaces or exterior areas covered with asphalt, concrete, or dirt.

As a result, the information provided in this inspection report may not be used to extend the inspection results to areas not included in this report without additional review and sampling as necessary.


If any new materials not listed as having been sampled, or listed as assumed for containing asbestos in this report are discovered, the new material must be assumed to contain asbestos until properly inspected and tested for asbestos content.

Entek’s policy is to retain a full copy of these written documents for three (3) years once the file is closed. At the end of the 3 year period the written files will be destroyed without further notice. It is suggested copies of the file(s) are maintained as per GEI Consultant’s policy.

Entek will be providing only this electronic copy of the report and its attachments for your use. However, if you would like a hard copy of this report please do not hesitate to ask. Entek will be happy to mail the report upon receipt of your request.



Thank you for choosing Entek for your environmental needs. Please call me at (916) 632-6800 if you have any questions regarding this report.

Prepared by: 
Don D'Amico, CAC
Senior Project Manager
Cal/OSHA CAC #96-2014
CDPH I/A/S Certification #615

Appendices

- A. Asbestos Related Documents
- B. Lead Related Documents
- C. Backup Documentation

Z:\Clients\GEI Consultants, Inc\16-4095 City of Roseville Well Destruction Oversight Project - Asb&Pb\Project Letters & Reports\Haz Mat Insp Rpt 9-20-16.wpd



Well Pump House #1

402 Atlantic Street

ASBESTECH
6825 Fair Oaks Blvd., Suite 103
Carmichael, California 95608
Tel.(916) 481-8902 Fax (916) 481-3975

Client:

Entek Consulting Group, Inc.
4200 Rocklin Rd., Suite 7
Rocklin, CA 95677

Job:

16-4095 GEI Consultants
Well #1-402 Atlantic Street

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 63359

Date/Time Collected: 9/1/16

Date Received: 9/6/16

NVLAP Lab Code 101442-0

CDPH # 1153

Date Analyzed: 9/7/16

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-16-4095-01A	Black asphalt roofing below wood shake shingles	NONE DETECTED	Tar Binder Cellulose
	Gray tar paper	30-40 CHRYSOTILE	Tar Binder Cellulose
01B	Black asphalt roofing below wood shake shingles	NONE DETECTED	Tar Binder Cellulose
01C	Black asphalt roofing below wood shake shingles	NONE DETECTED	Tar Binder Cellulose
02A	Gray concrete masonry unit (CMU) block	NONE DETECTED	Granular Mins.
	Gray mortar	NONE DETECTED	Granular Mins.
02B	Gray concrete masonry unit (CMU) block	NONE DETECTED	Granular Mins.
	Gray mortar	NONE DETECTED	Granular Mins.
03A	Gray concrete- bldg. slab	NONE DETECTED	Granular Mins.
04A	Gray concrete- well pump slab	NONE DETECTED	Granular Mins.

THE ANALYSIS USES POLARIZED LIGHT MICROSCOPY AND DISPERSION STAINING FOLLOWING E.P.A. METHOD 600/R-93/116. NON-FRIABLE MATERIALS WERE ANALYZED APPLYING THE SAME METHOD. THE LOWER DETECTION LIMIT IS <1 % WITH THE PROVISIO THAT PLM MAY NOT DETECT FIBERS <0.25 MICRONS IN DIAMETER THAT MAY BE PRESENT IN SAMPLES SUCH AS FLOOR TILES. IN ACCORDANCE WITH TITLE 22, CCR, SECTION 66261.24(a)(2)(A), THE MCL IS 1 %. SAMPLES WERE NOT COLLECTED BY ASBESTECH. THIS REPORT MUST NOT BE REPRODUCED EXCEPT IN FULL WITHOUT THE APPROVAL OF ASBESTECH. THIS REPORT RELATES ONLY TO THE ITEMS TESTED. THIS REPORT MUST NOT BE USED TO CLAIM PRODUCT ENDORSEMENT BY N.V.L.A.P. OR ANY AGENCY OF THE U.S. GOVERNMENT. ASBESTECH ACCEPTS TECHNICAL RESPONSIBILITY FOR THIS REPORT AND DATE OF ISSUE.



63359

BULK ASBESTOS MATERIAL *Analysis Request***ENTEK CONSULTING GROUP, INC.**

4200 ROCKLIN ROAD, SUITE 7

ROCKLIN, CA 95677

(916) 632-6800 PHONE

(916) 632-6812 FAX

mainoffice@entekgroup.com**Date of Sampling:** 9/1/16**Lab:** Asbestech**Job Number:** 16-4095**Collected by:** Don D'Amico**Client Name:** GEI Consultants**Turnaround Time:** Day: Friday
Date: 9 / 9 / 16 Time: **Site Address:** Well #1 - 402 Atlantic Street**ANALYSIS REQUESTED:** Asbestos by PLM
with Dispersion Staining**Special Instruction:** *Stop Analysis upon first positive result (>1%) for sample in a series. Also stop analysis upon first positive result (>1%) in the joint compound for sample series.**Please e-mail results as soon as available and include copy of submittal with those results.*

SAMPLE #	MATERIAL DESCRIPTION/LOCATION
ECG-16-4095-01A	Black Asphalt Roofing/Gray Tar Paper Below Wood Shake Shingles
ECG-16-4095-01B	Black Asphalt Roofing/Gray Tar Paper Below Wood Shake Shingles
ECG-16-4095-01C	Black Asphalt Roofing/Gray Tar Paper Below Wood Shake Shingles
ECG-16-4095-02A	Gray Concrete Masonry Unit (CMU) Block/Gray Mortar
ECG-16-4095-02B	Gray Concrete Masonry Unit (CMU) Block/Gray Mortar
ECG-16-4095-03A	Gray Concrete - Building Slab
ECG-16-4095-04A	Gray Concrete - Well Pump Slab
ECG-16-4095-	
ECG-16-4095-	
ECG-16-4095-	

Delivered by: **Date:** 9 / 6 / 16**Time:** 2:45 AM/PM**Received by:** **Date:** 9 / 6 / 16**Time:** 2:45 AM/PM

ASBESTECH
6825 Fair Oaks Blvd., Suite 103
Carmichael, California 95608
Tel (916) 481-8902
Fax (916) 481-3975

FLAME ATOMIC ABSORPTION SPECTROMETRY
LEAD (Pb) IN PAINT SAMPLES
METHOD SW846-3050B-7420

CLIENT:
Entek Consulting Group, Inc.
4200 Rocklin Rd., Suite 7
Rocklin, CA 95677

CDPH ELAP#1153
ELPAT#101801

JOB I.D: 16-4095, GEI Consultants,
Well #1 – 402 Atlantic Street

DATE RECEIVED: 9/6/16

DATE ANALYZED: 9/9/16

LAB JOB NO: 10836

DATE REPORTED: 9/9/16

SAMPLE DATE	SAMPLE NUMBER	DESCRIPTION	PPM	RESULT IN WT%	RL	Q.C. BATCH
9/1/16	ECG-16- 4095-01Pb	Yellow paint on roofing joist below shake wood roofing shingle	1200	0.12	0.0050%	112

Analytical results and reports are generated at the request and for the exclusive use of the client. This report applies only to the items tested. Samples were not collected by ASBESTECH. This report must not be reproduced except in full, and only with the express permission of ASBESTECH. This report must not be used to claim product endorsement by any agency of the U.S. Government.

LABORATORY DIRECTOR: TOM CONLON

ANALYST: JIM JUNGLES





10836

BULK LEAD MATERIAL *Analysis Request***ENTEK CONSULTING GROUP, INC.**

4200 ROCKLIN ROAD, SUITE 7

ROCKLIN, CA 95677

(916) 632-6800 PHONE

(916) 632-6812 FAX

mainoffice@entekgroup.com**Date of Sampling:** 9/1/16**Lab:** Asbestech**Job Number:** 16-4095**Collected by:** Don D'Amico**Client Name:** GEI Consultants**Turnaround Time:** Day: Friday

Date: 9/9/16 Time:

Site Address: Well #1 - 402 Atlantic Street**ANALYSIS REQUESTED:** Lead by Atomic Absorption Spectrometry**Special Instruction:** Please report result in PPM and % by weight. Please email results as soon as possible.

SAMPLE #	MATERIAL DESCRIPTION/LOCATION
ECG-16-4095-01Pb	Yellow Paint on Roofing Joist Below Wood Shake Roofing Shingle
ECG-16-4095-	
ECG-16-4095-	
ECG-16-4095-	
ECG-16-4095-	
ECG-16-4095-	
ECG-16-4095-	
ECG-16-4095-	
ECG-16-4095-	

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Delivered by: **Date:** 9/6/16**Time:** 2:45 AM/PM**Received by:** **Date:** 9/16/16**Time:** 2:45 AM/PM



Well Pump House #2

213 Church Street

ASBESTECH
6825 Fair Oaks Blvd., Suite 103
Carmichael, California 95608
Tel.(916) 481-8902 Fax (916) 481-3975

Client:

Entek Consulting Group, Inc.
4200 Rocklin Rd., Suite 7
Rocklin, CA 95677

Job:

16-4095 GEI Consultants
Well #2- 213 Church Street

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 63357-1

Date/Time Collected: 9/1/16

Date Received: 9/6/16

NVLAP Lab Code 101442-0

CDPH # 1153

Date Analyzed: 9/7/16

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-16-4095-01A	Black tar paper below wood shake roof	NONE DETECTED	Tar Binder Cellulose
	Black felt	NONE DETECTED	Tar Binder Cellulose
01B	Black tar paper below wood shake roof	NONE DETECTED	Tar Binder Cellulose
	Black felt	NONE DETECTED	Tar Binder Cellulose
01C	Black tar paper below wood shake roof	NONE DETECTED	Tar Binder Cellulose
	Black felt	NONE DETECTED	Tar Binder Cellulose
02A	Gray concrete masonry unit (CMU)	NONE DETECTED	Granular Mins.
	Gray mortar	NONE DETECTED	Granular Mins.
02B	Gray concrete masonry unit (CMU)	NONE DETECTED	Granular Mins.
	Gray mortar	NONE DETECTED	Granular Mins.
03A	Gray concrete – bldg. slab	NONE DETECTED	Granular Mins.

THE ANALYSIS USES POLARIZED LIGHT MICROSCOPY AND DISPERSION STAINING FOLLOWING E.P.A. METHOD 600/R-93/116. NON-FRIABLE MATERIALS WERE ANALYZED APPLYING THE SAME METHOD. THE LOWER DETECTION LIMIT IS <1 % WITH THE PROVISIO THAT PLM MAY NOT DETECT FIBERS <0.25 MICRONS IN DIAMETER THAT MAY BE PRESENT IN SAMPLES SUCH AS FLOOR TILES. IN ACCORDANCE WITH TITLE 22, CCR, SECTION 66261.24(a)(2)(A), THE MCL IS 1 %. SAMPLES WERE NOT COLLECTED BY ASBESTECH. THIS REPORT MUST NOT BE REPRODUCED EXCEPT IN FULL WITHOUT THE APPROVAL OF ASBESTECH. THIS REPORT RELATES ONLY TO THE ITEMS TESTED. THIS REPORT MUST NOT BE USED TO CLAIM PRODUCT ENDORSEMENT BY N.V.L.A.P. OR ANY AGENCY OF THE U.S. GOVERNMENT. ASBESTECH ACCEPTS TECHNICAL RESPONSIBILITY FOR THIS REPORT AND DATE OF ISSUE.

ASBESTECH
6825 Fair Oaks Blvd., Suite 103
Carmichael, California 95608
Tel.(916) 481-8902 Fax (916) 481-3975

Client:

Entek Consulting Group, Inc.
4200 Rocklin Rd., Suite 7
Rocklin, CA 95677

Job:

16-4095 GEI Consultants
Well #2- 213 Church Street

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 63357-2

Date/Time Collected: 9/1/16

Date Received: 9/6/16

NVLAP Lab Code 101442-0

CDPH # 1153

Date Analyzed: 9/7/16

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-16-4095-04A	Gray concrete – well pump slab	NONE DETECTED	Granular Mins.
	Black tar	NONE DETECTED	Tar Binder

THE ANALYSIS USES POLARIZED LIGHT MICROSCOPY AND DISPERSION STAINING FOLLOWING E.P.A. METHOD 600/R-93/116. NON-FRIABLE MATERIALS WERE ANALYZED APPLYING THE SAME METHOD. THE LOWER DETECTION LIMIT IS <1 % WITH THE PROVISIO THAT PLM MAY NOT DETECT FIBERS <0.25 MICRONS IN DIAMETER THAT MAY BE PRESENT IN SAMPLES SUCH AS FLOOR TILES. IN ACCORDANCE WITH TITLE 22, CCR, SECTION 66261.24(a)(2)(A), THE MCL IS 1 %. SAMPLES WERE NOT COLLECTED BY ASBESTECH. THIS REPORT MUST NOT BE REPRODUCED EXCEPT IN FULL WITHOUT THE APPROVAL OF ASBESTECH. THIS REPORT RELATES ONLY TO THE ITEMS TESTED. THIS REPORT MUST NOT BE USED TO CLAIM PRODUCT ENDORSEMENT BY N.V.L.A.P. OR ANY AGENCY OF THE U.S. GOVERNMENT. ASBESTECH ACCEPTS TECHNICAL RESPONSIBILITY FOR THIS REPORT AND DATE OF ISSUE.



63357

BULK ASBESTOS MATERIAL *Analysis Request***ENTEK CONSULTING GROUP, INC.**

4200 ROCKLIN ROAD, SUITE 7

ROCKLIN, CA 95677

(916) 632-6800 PHONE

(916) 632-6812 FAX

mainoffice@entekgroup.com**Date of Sampling:** 9/1/16**Lab:** Asbestech**Job Number:** 16-4095**Collected by:** Don D'Amico**Client Name:** GEI Consultants**Turnaround Time:** Day: Friday

Date: 9 / 9 / 16 Time: _____

Site Address: Well #2 - 213 Church Street**ANALYSIS REQUESTED:** Asbestos by PLM
with Dispersion Staining**Special Instruction:** Stop Analysis upon first positive result (>1%) for sample in a series. Also stop analysis upon first positive result (>1%) in the joint compound for sample series.*Please e-mail results as soon as available and include copy of submittal with those results.*

SAMPLE #	MATERIAL DESCRIPTION/LOCATION
ECG-16-4095-01A	Black Tar Paper /Felt Below Wood Shake Roof
ECG-16-4095-01B	Black Tar Paper/Felt Below Wood Shake Roof
ECG-16-4095-01C	Black Tar Paper/Felt Below Wood Shake Roof
ECG-16-4095-02A	Gray Concrete Masonry Unit (CMU)/ Gray Mortar
ECG-16-4095-02B	Gray Concrete Masonry Unit (CMU)/Gray Mortar
ECG-16-4095-03A	Gray Concrete From Building Slab
ECG-16-4095-04A	Gray Concrete From Well Pump Slab
ECG-16-4095-	
ECG-16-4095-	
ECG-16-4095-	
ECG-16-4095-	

Delivered by: **Date:** 9 / 6 / 16**Time:** 2:45 AM/PM**Received by:** **Date:** 9 / 6 / 16**Time:** 2:45 AM/PM

ASBESTECH
6825 Fair Oaks Blvd., Suite 103
Carmichael, California 95608
Tel (916) 481-8902
Fax (916) 481-3975

FLAME ATOMIC ABSORPTION SPECTROMETRY
LEAD (Pb) IN PAINT SAMPLES
METHOD SW846-3050B-7420

CLIENT:
Entek Consulting Group, Inc.
4200 Rocklin Rd., Suite 7
Rocklin, CA 95677

CDPH ELAP#1153
ELPAT#101801

JOB I.D: 16-4095, GEI Consultants,
Well #2 – 213 Church Street

DATE RECEIVED: 9/6/16

DATE ANALYZED: 9/9/16

LAB JOB NO: 10835

DATE REPORTED: 9/9/16

SAMPLE DATE	SAMPLE NUMBER	DESCRIPTION	PPM	RESULT IN WT%	RL	Q.C. BATCH
9/1/16	ECG-16- 4095-01Pb	Red/ brown paint on upper wood siding, north side of well pump house	2400	0.24	0.0050%	112
9/1/16	ECG-16- 4095-02Pb	Orange/ brown paint on exterior CMU wall, south side of well pump house	120	0.012	0.0050%	112

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LABORATORY DIRECTOR: TOM CONLON

ANALYST: JIM JUNGLES





10835

BULK LEAD MATERIAL *Analysis Request***ENTEK CONSULTING GROUP, INC.**

4200 ROCKLIN ROAD, SUITE 7

ROCKLIN, CA 95677

(916) 632-6800 PHONE

(916) 632-6812 FAX

mainoffice@entekgroup.com**Date of Sampling:** 9/1/16**Lab:** Asbestech**Job Number:** 16-4095**Collected by:** Don D'Amico**Client Name:** GEI Consultants**Turnaround Time:** Day: Friday

Date: 9 / 9 / 16 Time: _____

Site Address: Well #2 - 213 Church Street**ANALYSIS REQUESTED:** Lead by Atomic Absorption Spectrometry**Special Instruction:** Please report result in PPM and % by weight. Please email results as soon as possible.

SAMPLE #	MATERIAL DESCRIPTION/LOCATION
ECG-16-4095-01Pb	Red/Brown Paint on Upper Wood Siding, North Side of Well Pump House
ECG-16-4095-02Pb	Orange/Brown Paint on Exterior CMU Wall, South Side of Well Pump House
ECG-16-4095-	
ECG-16-4095-	
ECG-16-4095-	
ECG-16-4095-	
ECG-16-4095-	
ECG-16-4095-	
ECG-16-4095-	

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Delivered by: **Date:** 9 / 6 / 16**Time:** 2:45 AM/PM**Received by:** **Date:** 9 / 6 / 16**Time:** 2:45 AM/PM



Well Pump House #3

120 Pacific Street

ASBESTECH
6825 Fair Oaks Blvd., Suite 103
Carmichael, California 95608
Tel.(916) 481-8902 Fax (916) 481-3975

Client:

Entek Consulting Group, Inc.
4200 Rocklin Rd., Suite 7
Rocklin, CA 95677

Job:

16-4095 GEI Consultants
Well #3- 120 Pacific Street

BULK ASBESTOS ANALYSIS REPORT

LAB JOB # 63358

Date/Time Collected: 9/1/16

Date Received: 9/6/16

NVLAP Lab Code 101442-0

CDPH # 1153

Date Analyzed: 9/7/16

<i>Sample No.</i>	<i>Color/Description</i>	<i>% Type Asbestos</i>	<i>Other Materials</i>
ECG-16-4095-01A	Black asphalt composition shingle,	NONE DETECTED	Tar Binder Cellulose
	Black tar paper	NONE DETECTED	Tar Binder Cellulose
01B	Gray asphalt composition shingle,	NONE DETECTED	Tar Binder Cellulose
	Black tar paper	NONE DETECTED	Tar Binder Cellulose
01C	Pink asphalt composition shingle,	NONE DETECTED	Tar Binder Cellulose
	Black tar paper	NONE DETECTED	Tar Binder Cellulose
02A	Gray concrete masonry unit (CMU)	NONE DETECTED	Granular Mins.
	Gray mortar	NONE DETECTED	Granular Mins.
02B	Gray concrete masonry unit (CMU)	NONE DETECTED	Granular Mins.
	Gray mortar	NONE DETECTED	Granular Mins.
03A	Gray concrete – bldg. slab	NONE DETECTED	Granular Mins.
04A	Gray concrete – well pump slab	NONE DETECTED	Granular Mins.

THE ANALYSIS USES POLARIZED LIGHT MICROSCOPY AND DISPERSION STAINING FOLLOWING E.P.A. METHOD 600/R-93/116. NON-FRIABLE MATERIALS WERE ANALYZED APPLYING THE SAME METHOD. THE LOWER DETECTION LIMIT IS <1 % WITH THE PROVISION THAT PLM MAY NOT DETECT FIBERS <0.25 MICRONS IN DIAMETER THAT MAY BE PRESENT IN SAMPLES SUCH AS FLOOR TILES. IN ACCORDANCE WITH TITLE 22, CCR, SECTION 66261.24(a)(2)(A), THE MCL IS 1 %. SAMPLES WERE NOT COLLECTED BY ASBESTECH. THIS REPORT MUST NOT BE REPRODUCED EXCEPT IN FULL WITHOUT THE APPROVAL OF ASBESTECH. THIS REPORT RELATES ONLY TO THE ITEMS TESTED. THIS REPORT MUST NOT BE USED TO CLAIM PRODUCT ENDORSEMENT BY N.V.L.A.P. OR ANY AGENCY OF THE U.S. GOVERNMENT. ASBESTECH ACCEPTS TECHNICAL RESPONSIBILITY FOR THIS REPORT AND DATE OF ISSUE.



63358

BULK ASBESTOS MATERIAL *Analysis Request***ENTEK CONSULTING GROUP, INC.**

4200 ROCKLIN ROAD, SUITE 7

ROCKLIN, CA 95677

(916) 632-6800 PHONE

(916) 632-6812 FAX

mainoffice@entekgroup.com**Date of Sampling:** 9/1/16**Lab:** Asbestech**Job Number:** 16-4095**Collected by:** Don D'Amico**Client Name:** GEI Consultants**Turnaround Time:** Day: Friday
Date: 9 / 9 / 16 Time: _____**Site Address:** Well #3 - 120 Pacific Street**ANALYSIS REQUESTED:** Asbestos by PLM
with Dispersion Staining**Special Instruction:** Stop Analysis upon first positive result (>1%) for sample in a series. Also stop analysis upon first positive result (>1%) in the joint compound for sample series.*Please e-mail results as soon as available and include copy of submittal with those results.*

SAMPLE #	MATERIAL DESCRIPTION/LOCATION
ECG-16-4095-01A	Asphalt Composition Shingle/Black Tar Paper
ECG-16-4095-01B	Asphalt Composition Shingle/Black Tar Paper
ECG-16-4095-01C	Asphalt Composition Shingle/Black Tar Paper
ECG-16-4095-02A	Gray Concrete Masonry Unit (CMU)/Gray Mortar
ECG-16-4095-02B	Gray Concrete Masonry Unit (CMU)/Gray Mortar
ECG-16-4095-03A	Gray Concrete - Building Slab
ECG-16-4095-04A	Gray Concrete - Well Pump Slab
ECG-16-4095-	
ECG-16-4095-	
ECG-16-4095-	

Delivered by: **Date:** 9 / 6 / 16 **Time:** 2:45 AM/PM**Received by:** **Date:** 9 / 6 / 16 **Time:** 2:45 AM/PM

ASBESTECH
6825 Fair Oaks Blvd., Suite 103
Carmichael, California 95608
Tel (916) 481-8902
Fax (916) 481-3975

FLAME ATOMIC ABSORPTION SPECTROMETRY
LEAD (Pb) IN PAINT SAMPLES
METHOD SW846-3050B-7420

CLIENT:
Entek Consulting Group, Inc.
4200 Rocklin Rd., Suite 7
Rocklin, CA 95677

CDPH ELAP#1153
ELPAT#101801

JOB I.D: 16-4095, GEI Consultants,
Well #3 – 120 Pacific Street

DATE RECEIVED: 9/6/16

DATE ANALYZED: 9/9/16

LAB JOB NO: 10834

DATE REPORTED: 9/9/16

SAMPLE DATE	SAMPLE NUMBER	DESCRIPTION	PPM	RESULT IN WT%	RL	Q.C. BATCH
9/1/16	ECG-16- 4095-01Pb	Red/ brown paint on wood fascia, north side of well pump house	<50	<0.0050	0.0050%	112
9/1/16	ECG-16- 4095-02Pb	Orange/ tan paint on exterior CMU, west wall	<50	<0.0050	0.0050%	112

Analytical results and reports are generated at the request and for the exclusive use of the client. This report applies only to the items tested. Samples were not collected by ASBESTECH. This report must not be reproduced except in full, and only with the express permission of ASBESTECH. This report must not be used to claim product endorsement by any agency of the U.S. Government.

LABORATORY DIRECTOR: TOM CONLON

ANALYST: JIM JUNGLES





10834

BULK LEAD MATERIAL *Analysis Request***ENTEK CONSULTING GROUP, INC.**

4200 ROCKLIN ROAD, SUITE 7

ROCKLIN, CA 95677

(916) 632-6800 PHONE

(916) 632-6812 FAX

mainoffice@entekgroup.com**Date of Sampling:** 9/1/16**Lab:** Asbestech**Job Number:** 16-4095**Collected by:** Don D'Amico**Client Name:** GEI Consultants**Turnaround Time:** Day: Friday

Date: 9/9/16 Time: _____

Site Address: Well #3 - 120 Pacific Street**ANALYSIS REQUESTED:** Lead by Atomic Absorption Spectrometry**Special Instruction:** Please report result in PPM and % by weight. Please email results as soon as possible.

B112

SAMPLE #	MATERIAL DESCRIPTION/LOCATION
ECG-16-4095-01Pb	Red/Brown Paint on Wood Fascia, North Side of Well Pump House <
ECG-16-4095-02Pb	Orange/Tan Paint on Exterior CMU, West Wall <
ECG-16-4095-	
ECG-16-4095-	
ECG-16-4095-	
ECG-16-4095-	
ECG-16-4095-	
ECG-16-4095-	
ECG-16-4095-	

Z:\Clients\GEI Consultants, Inc\16-4095 City of Roseville Well Destruction Oversight Project - Asb&Pb\Bulk Sample Pb\Bulk Request Pb - Well 3.wpd

Delivered by: **Date:** 9/6/16**Time:** 2:45 AM/PM**Received by:** **Date:** 9/6/16**Time:** 2:45 AM/PM



Back up Documentation

LEAD HAZARD EVALUATION REPORT

Section 1 – Date of Lead Hazard Evaluation September 1, 2016
Section 2 – Type of Lead Hazard Evaluation (Check one box only)

☐ Lead Inspection
 ☐ Risk Assessment
 ☐ Clearance Inspection
 ☒ Other (specify) See Attached Letter dated September 20, 2016

Section 3—Structure Where Lead Hazard Evaluation Was Conducted

Address [number, street, apartment (if applicable)] 402 Atlantic Street, 213 Church Street, 120 Pacific Street		City Roseville	County Placer	Zip Code 95678
Construction date (year) of structure 1940s and 1970s	Type of structure <input type="checkbox"/> Multi-unit building <input type="checkbox"/> School or daycare <input type="checkbox"/> Single family dwelling <input checked="" type="checkbox"/> Other (specify) <u>Pump House</u>		Children living in structure? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't Know	


Section 4—Owner of Structure (If business/agency, list contact person)

Name City of Roseville - (GEI Consultants - Richard Shatz)		Telephone Number (916) 223-7952	
Address [number, street, apartment (if applicable)] 2869 Prospect Park Drive, Suite 400	City Rancho Cordova	State California	Zip Code 95670

Section 5—Results of Lead Hazard Evaluation (Check all that apply)

☒ No lead-based paint detected
 ☐ Intact lead-based paint detected.
 ☐ Deteriorated lead-based paint detected
☐ No lead hazards detected
 ☐ Lead-contaminated dust found
 ☐ Lead contaminated soil found
 ☐ Other _____

Section 6—Individual Conducting Lead Hazard Evaluation

Name Entek Consulting Group, Inc. - Don D'Amico		Telephone Number (916) 632-6800	
Address [number, street, apartment (if applicable)] 4200 Rocklin Road, Suite 7	City Rocklin	State CA	Zip Code 95677
CDPH certification number 615	Signature 		Date 9/20/16

Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)

N/A Dave Frederick

Section 7—Attachments

- A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;
- B. Each testing method, device, and sampling procedure used;
- C. All data collected, including quality control data, laboratory results, indicating laboratory name, address, and phone number.

Z:\Clients\GEI Consultants, Inc\16-4095 City of Roseville Well Destruction Oversight Project - Asb&Pb\Bulk Sample Pb\LBP CDPH Form 8552.wpd

First copy and attachments retained by inspector

Third copy only (no attachments) mailed or faxed to:

Second copy and attachments retained by owner

California Department of Public Health
 Childhood Lead Poisoning Prevention Branch Reports
 850 Marina Bay Parkway, Building P, Third Floor
 Richmond, CA 94804-6403
 Fax: (510) 620-5656



ENTEK CONSULTING GROUP, INC.

4200 Rocklin Road, Suite 7, Rocklin, CA 95677 Telephone (916) 632-6800 Fax (916) 632-6812 www.entekgroup.com

April 21, 2015

State of California
Health and Human Services Agency
California Department of Public Health
Childhood Lead Poisoning Prevention Branch Reports
850 Marina Parkway, Building P, Third Floor
Richmond, CA 94804-6403

RE: Lead Hazard Evaluation Report (CDPH 8552 - 6/07)

To Whom it May Concern:

In a memorandum issued to all "California Department of Health Services Certified Inspector/Assessors and Project Monitors", by the State of California - Health and Human Services Agency, Department of Health Services (CDPH), dated June 5, 2006, and signed by Mr. Paul Fitzmaurice, Chief, Lead Hazard Reduction Section, Childhood Lead Poisoning Prevention Branch, it was made clear that "... the on-site investigation, for compensation, of lead-based paint or lead hazards..." includes "... conducting testing and/or sampling activities as part of a non-'abatement' project (e.g. painting remodeling, etc.)."

As a result of this directive, Entek Consulting Group, Inc. (Entek) is providing you with the current CDPH Form 8552 (06/07) documenting an inspection/assessment performed by Entek.

The investigation results being reported on the attached CDPH Form 8552 do not reflect a "Lead Inspection/Assessment" as defined in Title 17. As a result the "Other" box, in "Section 2 - Type of Lead Hazard Evaluation", is checked. This is being done to make it clear this investigation does not meet the definition of a "Lead Inspection/Assessment", and submission of the attached CDPH Form 8552 is not meant to reflect that it does.

CDPH Form 8552, Section 5 - Results of Lead Hazard Evaluation, does not allow for an appropriate option pertaining to the results of the investigation/assessment performed and being reported (i.e. for the purpose of compliance with Cal/OSHA, Title 8 1532.1 Lead), or an assessment being performed in an unregulated structure. While one of or more of the four boxes is checked to reflect the results of the inspection/assessment. The lead inspection/assessment was not required under Title 17.

This letter is not intended to disagree whether a CDPH Form 8552 must be submitted, but is for clarification as to the information included on the CDPH Form 8552, and its intended purpose, namely to reflect the goal of the services performed by Entek.

Sincerely,

Richard A. Beall, CIH, CSP
President

Z:\Lead\Lead Hazard Evaluation Report CDPH 8552 Ltr 4-21-15.wpd

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant



Don G D'Amico

Name

Certification No. **96-2014**

Expires on **11/06/16**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

State of California Department of Public Health

Lead-Related
Construction
Certificate

Certificate
Type

Expiration
Date



Inspector/Assessor	04/07/2017
Supervisor	04/07/2017



Don G. D'Amico

ID #: 615

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 101442-0

ASBESTECH

Carmichael, CA

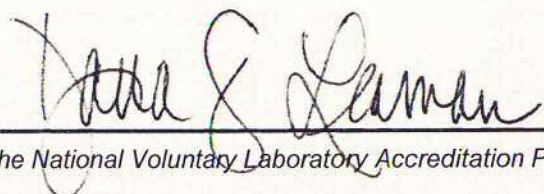
*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2016-07-01 through 2017-06-30

Effective Dates



For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

ASBESTECH

6825 Fair Oaks Blvd., Suite 103

Carmichael, CA 95608

Mr. Tommy Conlon

Phone: 916-481-8902 Fax: 916-481-3975

Email: asbestech@sbcglobal.net

<http://www.asbestechlab.com>

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 101442-0

Bulk Asbestos Analysis

Code

Description

18/A01

EPA 600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples

18/A03

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

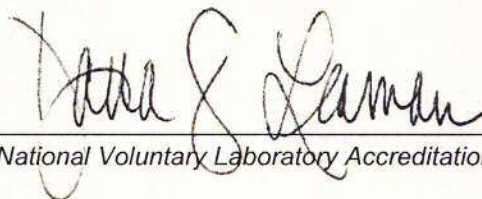
Airborne Asbestos Analysis

Code

Description

18/A02

U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.



For the National Voluntary Laboratory Accreditation Program



STATE WATER RESOURCES CONTROL BOARD
REGIONAL WATER QUALITY CONTROL BOARDS

CALIFORNIA STATE



ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM

CERTIFICATE OF ENVIRONMENTAL ACCREDITATION

Is hereby granted to

Asbestech

6825 Fair Oaks Boulevard, Suite 103
Carmichael, CA 95608

Scope of the certificate is limited to the
"Fields of Testing"
which accompany this Certificate.

Continued accredited status depends on successful completion of on-site inspection,
proficiency testing studies, and payment of applicable fees.

This Certificate is granted in accordance with provisions of
Section 100825, et seq. of the Health and Safety Code.

Certificate No.: **1153**

Expiration Date: **3/31/2018**

Effective Date: **4/1/2016**

Sacramento, California
subject to forfeiture or revocation

Christine Sotelo, Chief
Environmental Laboratory Accreditation Program



**CALIFORNIA STATE
ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM
Accredited Fields of Testing**



Asbestech

6825 Fair Oaks Boulevard, Suite 103
Carmichael, CA 95608
Phone: (916) 481-8902

Certificate No. 1153
Expiration Date 3/31/2018

Field of Testing: 114 - Inorganic Chemistry of Hazardous Waste

114.130	001	Lead	EPA 7420
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Field of Testing: 115 - Extraction Test of Hazardous Waste

115.021	001	TCLP Inorganics	EPA 1311
115.030	001	Waste Extraction Test (WET)	CCR Chapter 11, Article 5, Appendix II

Field of Testing: 121 - Bulk Asbestos Analysis of Hazardous Waste

121.010	001	Bulk Asbestos	EPA 600/M4-82-020
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Environmental Lead Proficiency Analytical Testing Results

This document contains three sub-reports relating to ELPAT Round 95. The first report contains your organization's results listed per contaminant, per sample. The second report contains your past proficiency data for 2 and 4 rounds respectively (where applicable), and the final report contains summary results for all participants for ELPAT Round 95.

Testing Results for ELPAT Round 95

This part of your report contains your organization's results listed per contaminant, per sample.

Contaminant	Units	#	Result	Reference Value	Lower Limit	Upper Limit	z-Score	Rating
Paint Chips	%	1	0.4950	0.5324	0.4470	0.6178	-1.3	A
	%	2	1.8600	1.9796	1.6079	2.3512	-1.0	A
	%	3	0.0948	0.0979	0.0779	0.1179	-0.5	A
	%	4	1.9400	2.0913	1.7125	2.4702	-1.2	A

Statistical Analysis Interpretation Note:

Reference value is the mean of the reference group.

Lower limit = reference value - 3 standard deviations; Upper limit = reference value + 3 standard deviations

z-Score = (reported result - reference value)/standard deviation. Note: z-Scores are used to predict trends and to indicate how far a particular score is away from the mean.

A – Acceptable* Analysis; U - Unacceptable Analysis

Both the assigned values and acceptance limits are based on consensus of the reference group. *The acceptability of reported results is based on upper and lower acceptance limits. This is why a reported result may appear unacceptable according to z-Score, but be identified as acceptable.

Any non-participation or non-reporting of PAT data will result in unacceptable results (see PAT Programs Participation Policies, Section 2.1.6.2.).

Overall Performance Summary Concluding with 95

The following table contains overall proficiency results for 2 and 4 rounds respectively (where applicable). For more information in regard to the determination of proficiency, please visit www.aihapat.org.

Sample	Round	Round Performance	2 Rounds	2 Round %	4 Rounds	4 Round %	Proficiency Status
Paint	92	4/4					
	93	4/4					
	94	4/4					
	95	4/4	8/8	100	16/16	100	P

Interpretation Note:

The denominators represent the total number of samples analyzed.

The numerators represent the number of acceptable results.

P – Proficient; NP – Non-proficient; I – Indeterminate (not enough rounds to determine proficiency)

A participant is rated proficient for the applicable ELPAT matrix if the participant's performance meets any of the following: (1) In the last two rounds, all samples are analyzed and the results are 100% acceptable; or (2) Three fourths (75%) or more of the accumulated results over four rounds are acceptable. A participant is rated non-proficient for the applicable matrix if the participant's performance does not meet either of the proficiency categories mentioned above.

The following items are available in the [Environmental Lead Scheme Plan](#).

Procedures used to statistically analyze the data, establish any assigned value and standard deviation for proficiency assessment, or other criteria for evaluation; details of the metrological traceability and measurement uncertainty of any assigned value; information about design and implementation of PT scheme. Environmental Lead Scheme Plan available at <http://www.aihapat.org/Policies/Documents/ELPAT%20Scheme%20Plan%20R2.pdf>.

Measurement uncertainty of any assigned value is also available on the respective certificate of analysis for the round.

Technical Comment: No remarkable observations.



COUNCIL COMMUNICATION

CC #: 8607

File #: 0900-04-02 & 0201-01

Title: 2017 Pedestrian Facilities Improvement Project - Award of Project, Construction Agreement, Authorization to Construct Agreement, and Budget Adjustment

Contact: Nick Graves 916-746-1300 ngraves@roseville.ca.us

Meeting Date: 7/5/2017

Item #: 6.4.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Award the 2017 Pedestrian Facilities Improvement Project to the low bidder, Swierstok Enterprise, Inc. dba Pro Builders, in the amount of \$1,497,565;
2. Approve an ordinance for a budget adjustment in the amount of \$1,964,000;
3. Approve a resolution authorizing the City Manager to execute a Reimbursement and Authorization Agreement with the City of Rocklin;
4. Approve a resolution authorizing the City Manager to execute a construction agreement with Pro Builders and authorizing the Public Works Director or his designee change order authority up to 10% of the original contract price (\$149,756.50) upon the City Attorney's approval of the bonds and insurances.

BACKGROUND

A joint technical assistance letter issued by the United States Department of Justice and the Federal Highway Administration in 2013 requires all curb ramps adjacent to roadways targeted for resurfacing to meet Americans With Disabilities Act (ADA) requirements. In compliance with this directive, this project will improve curb ramps along arterial streets that are scheduled to be resurfaced in the summer 2018.

A total of 108 curb ramps located at 50 intersections will be upgraded to current ADA standards. These intersection are located along Blue Oaks Blvd, Pleasant Grove Blvd, Woodcreek Oaks Blvd, Stanford Ranch Rd, E Roseville Pkwy, Sierra College Blvd, Eureka Rd, Cirby Way, Orlando Ave, and Vernon St (between Douglas Blvd and Cirby Way). Attached Exhibit A shows the locations of the ramps that will be improved. Four ramps along Stanford Ranch Rd are located within the City of Rocklin. To capitalize on an economy of scale and project continuity, the City of Roseville Public Works Department and the City of Rocklin Public Services Department have agreed to include these four ramps in this project at Rocklin's cost. The anticipated cost to reconstruct these four ramps is \$42,568.25 with an additional \$4,256.83 as a construction contingency. A reimbursement and

authorization to construct agreement in the amount of \$46,825.08 is included with this agenda item.

Council approved the project plans and specifications and authorized staff to call for bids at their May 5, 2017 meeting. The project was advertised and bids were opened on June 6, 2017. Three bids were received. The lowest bid received was from Swierstok Enterprise Inc, dba Pro Builders for a total amount of \$1,497,565. The lowest bid received was \$175,085 over the engineers estimate. The increased bid costs above the engineer's estimate is due to an improving economy resulting in higher construction costs overall. Staff has reviewed the bid from Pro Builders and found their bid to be complete and in order. We anticipate construction to begin by the end of July and be completed in November.

Bid Results

Engineer's Estimate	\$1,322,480.00
Pro Builders	\$1,497,565.00
Sierra National Construction, Inc.	\$1,842,369.00
Martin Brothers Construction	\$2,885,491.15

PUBLIC ENGAGEMENT

Staff will develop a public outreach campaign to keep the community informed of the project's progress and traffic impacts during the construction phase of the project. This includes disseminating project information on the City's web page and social media.

FISCAL IMPACT

The project is funded with \$600,000 in Federal Congestion Mitigation and Air Quality grant funds, \$850,000 in Local Transportation Funds, \$514,000 in Gas Tax funds, and \$46,825.08 from the City of Rocklin. No General Funds will be used for this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Federal guidelines suggest that there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this project will create 17.9 jobs.

ENVIRONMENTAL REVIEW

The proposed project involves the minor alteration of existing facilities. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301) and Categorical Excluded from NEPA (Federal Regulations Title 23, Section 771.117(c)(3)). The Exemption and Exclusion have been prepared and no further CEQA or NEPA action is required.

Respectfully Submitted,

Nick Graves, Assistant Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-302

Construction Agreement

Resolution No. 17-303

Rocklin Reimbursement Agreement

Ordinance No. 5849

Budget Adjustment

Exhibit A - Location Map

RESOLUTION NO. 17-302

APPROVING AN AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SWIERSTOK ENTERPRISE INC. DBA PRO BUILDERS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement between the City of Roseville and Swierstok Enterprise Inc. dba Pro Builders, for the 2017 Pedestrian Facilities Improvement Project, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the Public Works Director or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

THIS AGREEMENT, is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation, ("CITY"), and Swierstok Enterprise, Inc. DBA Pro Builders _____, a California Corporation _____, ("CONTRACTOR"); and

W I T N E S S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the ____ day of _____, 20__, approved plans and specifications for the 2017 Pedestrian Facilities Improvement Project _____ and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 6th day of _____ June _____, 20 17; and

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, equipment and insurance required for the 2017 Pedestrian Facilities Improvement Project

in accordance with the Contract Documents (the work).

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

2. PAYMENT. CITY shall pay CONTRACTOR one million, four hundred ninety seven, five hundred sixty five and 00/100 dollars (\$ 1,497,565.00) for the Work.

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

- a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);
- b. The accepted bid;
- c. Plans and specifications (including standard construction specifications, special provisions and construction details);
- d. Bonds and insurance required by the specifications; and
- e. This contract.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 4,000.00 per day as liquidated damages, in the event of such delay.

5. TIME OF ESSENCE. Time is of the essence of this Agreement.

6. ATTORNEY'S FEES; VENUE; GOVERNING LAW. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

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

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

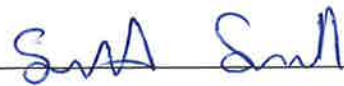
11. INTEGRATED AGREEMENT. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

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

CITY OF ROSEVILLE,
a municipal corporation

CONTRACTOR:
Swierstok Enterprise Inc., dba Pro Builders

By: _____
ROB JENSEN
City Manager

By:  _____
Sebastian Swierstok, its President

ATTEST:

AND

By: _____
SONIA OROZCO
City Clerk

By:  _____
Eric Javier, its Secretary

Business License #: 00819357

APPROVED AS TO FORM:

By: _____
ROBERT R. SCHMITT
City Attorney

RESOLUTION NO. 17-303

APPROVING A REIMBURSEMENT AND AUTHORIZATION AGREEMENT BY AND
BETWEEN THE CITY OF ROSEVILLE AND THE CITY OF ROCKLIN, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a Reimbursement and Authorization Agreement for the City of Roseville to Reconstruct Curb Ramps on a Portion of Stanford Ranch Road in the City of Rocklin as part of the 2017 Pedestrian Facilities Improvement Project, by and between the City of Roseville, and the City of Rocklin, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

REIMBURSEMENT AND AUTHORIZATION AGREEMENT
FOR THE CITY OF ROSEVILLE TO RECONSTRUCT CURB RAMPS ON A
PORTION OF STANFORD RANCH ROAD IN THE CITY OF ROCKLIN
(2017 Pedestrian Facilities Improvement Project)

This Reimbursement and Authorization Agreement (“Agreement”) for the City of Roseville to reconstruct curb ramps on a portion of Stanford Ranch Road in the City of Rocklin as part of the 2017 Pedestrian Facilities Improvement Project (“Project”) is entered into this ____ day of _____, 2017, by and between the City of Rocklin, a municipal corporation, and the City of Roseville, a municipal corporation (collectively, the “Parties”).

RECITALS

1. The Parties desire to reconstruct certain curb ramps to meet current Americans with Disabilities Act guidelines, which is work that is required to be performed prior to street resurfacing, in the area described in the attached Exhibit “A” (map exhibit).

2. In order to keep costs lower and to ensure uniformity in the Project area, the Parties desire to have one construction contractor perform the subject work in the City of Rocklin and in the City of Roseville.

3. The Parties agree that the City of Roseville should manage all aspects of the design and construction of the Project, including, but not limited to design, construction and inspection costs, selecting the contractor, managing the project, and inspecting the work for final approval, and the City of Rocklin shall reimburse the City of Roseville for these costs, pursuant to the terms of this Agreement in an amount proportionate to the amount of the Project within the city limits of the City of Rocklin.

4. The City of Roseville has estimated the construction costs of the Project at one million six-hundred forty-seven thousand three-hundred twenty-one dollars and fifty cents (\$1,647,321.50), with the City of Rocklin’s proportional share for the Rocklin portion to be forty-six thousand eight-hundred twenty-five dollars and eight cents (\$46,825.08). A copy of the estimated costs of the Project is attached hereto as Exhibit “B” and incorporated herein by this reference.

AGREEMENT

5. Right of Entry and Right to Construct: The City of Rocklin hereby grants to the City of Roseville, its employees, authorized agents and assigns, a right of entry and right to construct over its property described in Exhibit “C,” a description of which is attached hereto and incorporated herein by reference. Such right of entry shall be granted solely for the purpose of the Project described in the Recitals of this Agreement and conditioned upon the City of Roseville being subject to the terms and conditions set forth in Section 6 of this Agreement, entitled “Encroachment Permit.”

6. Encroachment Permit. The City of Roseville shall require that the construction contractor performing the work obtain an Encroachment Permit from the City of Rocklin, at no cost to the contractor or the City of Roseville, prior to performing any work on the portion of the Project that is to be constructed within the Rocklin city limits. The Encroachment Permit shall contain certain general conditions that must be complied with at all times by the construction contractor. These general conditions shall be incorporated into this Agreement as though fully set forth herein. A copy of the general conditions of the Encroachment Permit is attached hereto as Exhibit "D."

7. Required Bonds. The City of Roseville shall require the construction contractor to obtain a Performance Bond to cover 100% of the cost of the Project, including both City of Rocklin and City of Roseville portions of the Project. The contractor's Performance Bond shall satisfy all City of Rocklin security and/or bonding requirements as set forth in the general conditions of the Encroachment Permit. The City of Roseville shall provide a copy of the construction contractor's Performance bond to the City of Rocklin prior to the construction contractor performing any work within the Rocklin city limits.

8. Right to Inspect. Upon request from City of Rocklin staff, City of Roseville staff shall make all inspection results available for City of Rocklin staff to review.

9. Reimbursement of Costs of the Project. Upon completion of the Project (as described in Exhibit "A"), the City of Roseville shall provide to the City of Rocklin an accounting of all costs incurred. The accounting shall show a breakdown of the City of Rocklin's proportionate share of costs for the Project within Rocklin city limits with an invoice for those costs. Within thirty (30) day of receipt of the invoice, the City of Rocklin shall reimburse the City of Roseville in an amount proportional to the amount of the Project within the City Rocklin, which amount shall not exceed forty-six thousand eight-hundred twenty-five dollars and eight cents (\$46,825.08). In the event that the actual costs are less than the total amount estimated as set forth in Section 4 above, the City of Rocklin's proportionate share shall be decreased accordingly.

10. Completion of the Project. The City of Roseville shall use reasonable and diligent efforts to ensure that the construction contractor completes the Project in accordance with the plans and specifications approved by the City of Roseville for the job.

11. Insurance: The City of Roseville shall require the construction contractor to provide insurance coverage for the Project. The City of Roseville shall require the construction contractor to add the City of Rocklin as an additional insured to the policy covering the Project.

12. Indemnification. To the fullest extent allowed by law, City of Rocklin shall defend, indemnify, and save and hold harmless City of Roseville, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting

from or arising out of City of Rocklin's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City of Roseville's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

Executed as of the first date above.

City of Roseville

City of Rocklin

By: _____

ROB JENSEN

Its: City Manager

By: _____

City Manager

Approved as to Form:

Approved as to Form:

By: _____

ROBERT R. SCHMITT

City Attorney

By: _____

City Attorney

Attested:

Attested:

By: _____

SONIA OROZCO

City Clerk

By: _____

City Clerk

Exhibit “A”
Map of Project Area

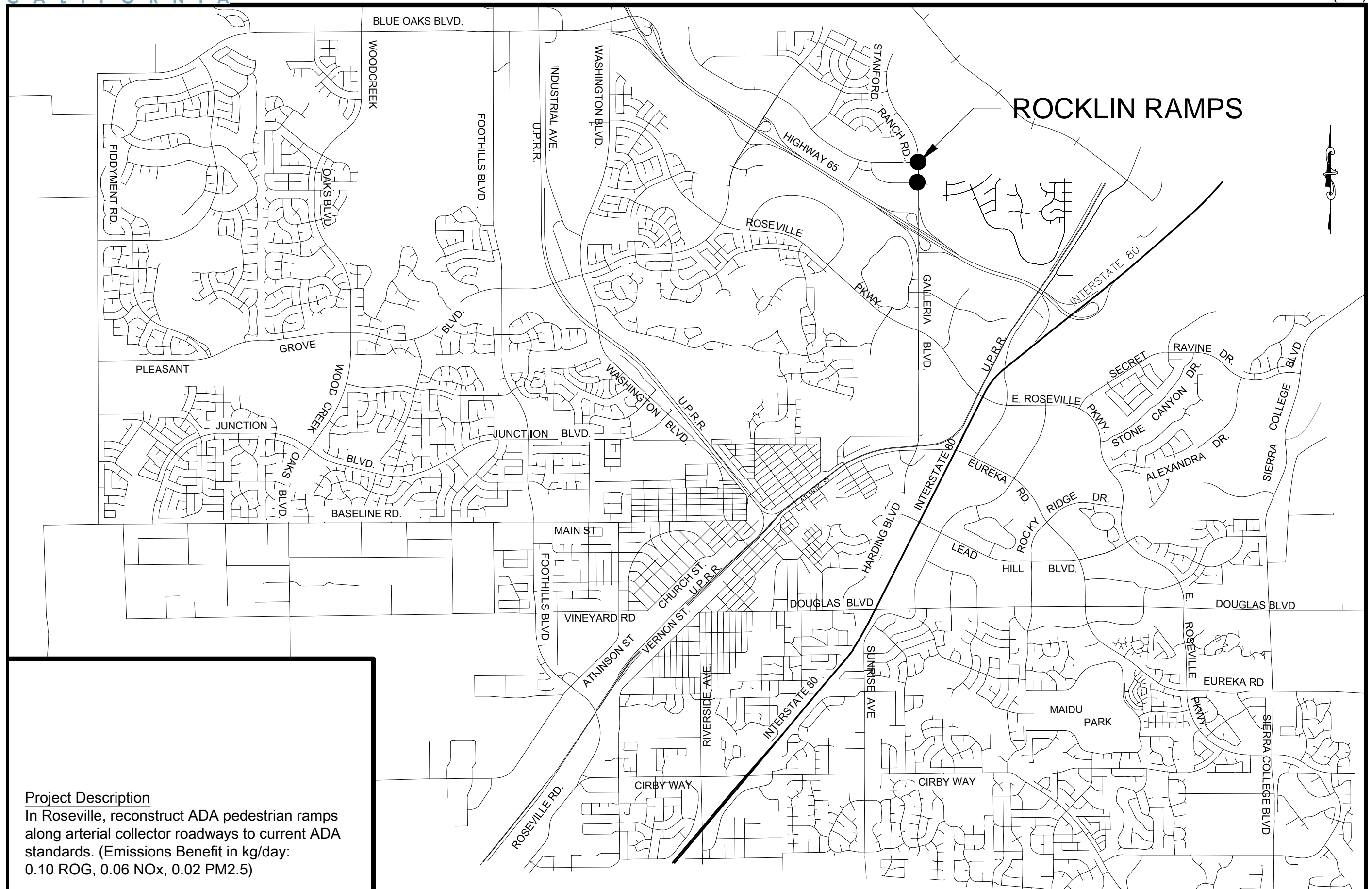


Exhibit “B”
Cost Estimate

2017 PEDESTRIAN FACILITIES IMPROVEMENT PROJECT
FEDERAL PROJECT NUMBER 5182(075)

CONTRACTOR: Pro Builders

SCHEDULE OF BASE BID ITEMS

ITEM NO.	*	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE	SUBTOTAL
1	(P)	Mobilization	LS	0.0284	\$ 30,000.00	\$ 852.60
2	(P)	Traffic Control and Maintenance	LS	0.0284	\$ 90,000.00	\$ 2,557.80
3	(P)	Placement and Maintenance of BMP's	LS	0.0284	\$ 25,000.00	\$ 710.50
5		Remove Curb Ramp and Replace with "Case C" Curb Ramp	EA	4	\$ 4,000.00	\$ 16,000.00
18		Remove & Replace Hot Mix Asphalt (Type A, 6" Depth)	SF	878	\$ 15.00	\$ 13,170.00
19		Remove and Replace Aggregate Base (Type II, 12" Depth)	SF	878	\$ 10.00	\$ 8,780.00
25	(P)	Remove Thermoplastic Stripe, Markings and Legends	LS	0.0284	\$ 3,500.00	\$ 99.47
26	(P)	Place Thermoplastic Traffic Stripe, Markings and Legends	LS	0.0284	\$ 4,000.00	\$ 113.68
27	(P)	Landscape Restoration	LS	0.0284	\$ 10,000.00	\$ 284.20
SUBTOTAL (BID ITEMS #1 TO #27)						\$ 42,568.25
Construction Contingency (10%)						\$ 4,256.83
Total						\$ 46,825.08

* NOTES:
(F) DENOTES FINAL PAY ITEM
(P) DENOTES PARTIAL PAYMENT
(S) DENOTES SPECIALTY ITEM

ITEM NO	ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE	SUBTOTAL
1	Mobilization	LS	1	\$30,000.00	\$30,000.00
2	Traffic Control and Maintenance	LS	1	\$90,000.00	\$90,000.00
3	Placement and Maintenance of BMP's	LS	1	\$25,000.00	\$25,000.00
4	Remove Curb Ramp and Replace with "Case A" Curb Ramp	EA	4	\$4,000.00	\$16,000.00
5	Remove Curb Ramp and Replace with "Case C" Curb Ramp	EA	76	\$4,000.00	\$304,000.00
6	Remove Curb Ramp and Replace with "Case CM" Curb Ramp	EA	6	\$4,000.00	\$24,000.00
7	Remove Curb Ramp and Replace with "Case F" Curb Ramp	EA	4	\$4,000.00	\$16,000.00
8	Remove Curb Ramp and Replace with "Case G" Curb Ramp	EA	1	\$4,000.00	\$4,000.00
9	Remove and Replace Concrete Apron, Valley Gutter	SF	691	\$50.00	\$34,550.00
10	Remove and Replace Concrete Driveway	SF	179	\$50.00	\$8,950.00
11	Place Stamped Concrete	SF	1,782	\$20.00	\$35,640.00
12	Install Detectable Warning Surface	EA	19	\$700.00	\$13,300.00
13	Grind Lip	SF	30	\$20.00	\$600.00
14	Remove and Replace Curb and Gutter	LF	1031	\$60.00	\$61,860.00

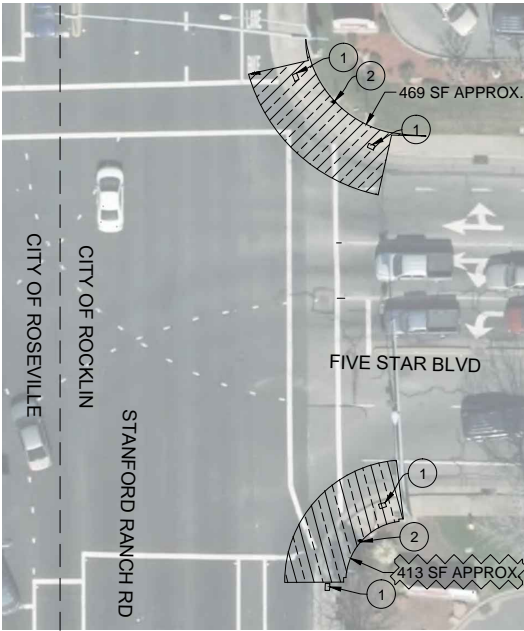
15	Type 1 Barrier Curb	LF	458	\$50.00	\$22,900.00
16	Remove and Replace Sidewlk	SF	5748	\$35.00	\$201,180.00
17	Remove and Replace Sidewalk Retaining Curb	LF	36	\$90.00	\$3,240.00
18	Remove & Replace Hot Mix Asphalt (Type A, 6" Depth)	SF	20361	\$15.00	\$305,415.00
19	Remove & Replace Aggregate Base (Type II, 12" Depth)	SF	20361	\$10.00	\$203,610.00
20	Remove Drain Inlet	EA	1	\$500.00	\$500.00
21	Install Drain Inlet " Type C"	EA	1	\$1,800.00	\$1,800.00
22	Remove Drain Pipe	LF	26	\$20.00	\$520.00
23	Furnish and Install 12" Class III RCP	LF	25	\$80.00	\$2,000.00
24	Modify Signals and Ped Push Buttons	LS	1	\$75,000.00	\$75,000.00
25	Remove Thermoplastic Stripe, Markings and Legends	LS	1	\$3,500.00	\$3,500.00
3	Plasce Thermoplastic (I Traffic Stripe, Markings and Legends	LS	1	\$4,000.00	\$4,000.00
27	Landscape Restoration	LS	1	\$10,000.00	\$10,000.00
SUBTOTAL (BID ITEMS #1 TO #27)					\$1,497,565.00
Construction Contingency (10%)					\$149,756.50
Total					\$1,647,321.50

Exhibit "C"
Property Description subject to Right of Entry

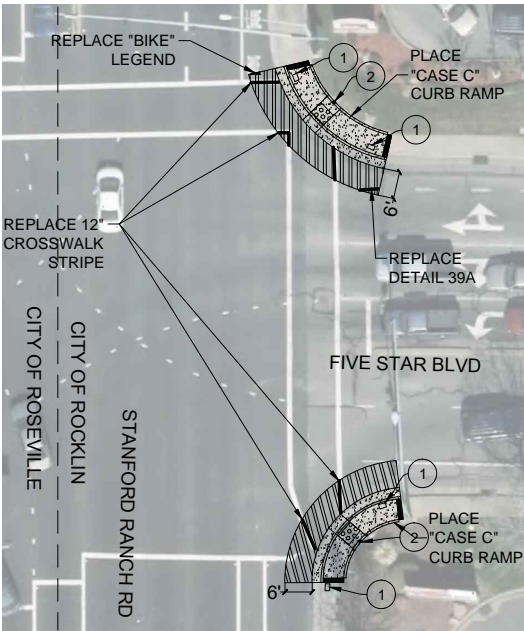
Property Description subject to Right of Entry

Area of encroachment to include adequate room for all operations necessary to construction curb ramps at the northeast and southeast corners of the Stanford Ranch Rd / Five Star Blvd and the Stanford Ranch Rd / Fairway Dr intersections. The area includes the demolition limits shown on this exhibit as well as temporary traffic control measures in accordance with the the most current CA MUTCD.

STANFORD RANCH RD / FIVE STAR BLVD

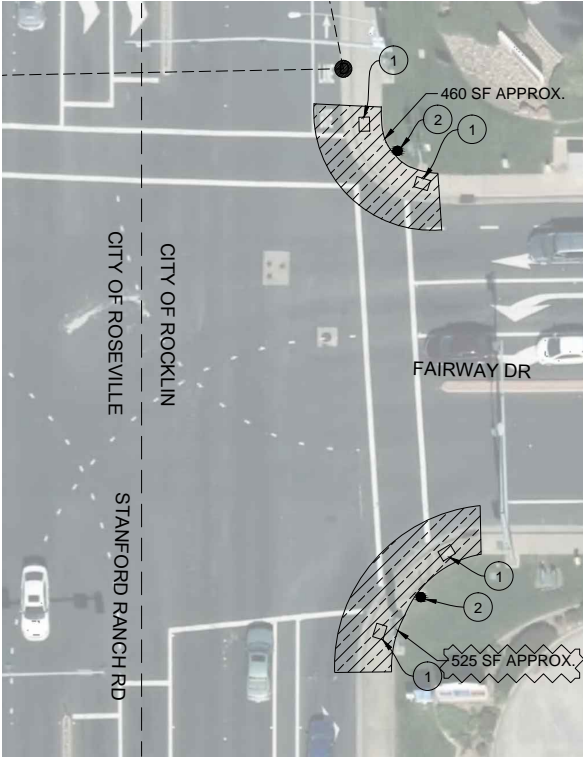


DEMOLITION LIMIT

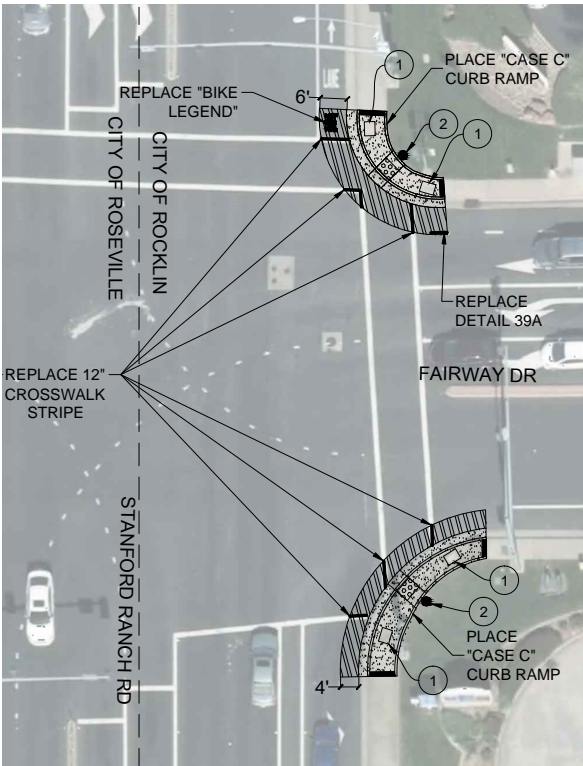


CURB RAMP PLACEMENT

STANFORD RANCH RD / FAIRWAY DR



DEMOLITION LIMIT



CURB RAMP PLACEMENT

LEGEND:

CONCRETE	
ASPHALT	
DEMOLITION	
DETECTABLE WARNING SURFACE	
WATER MAIN/LATERAL	
STORM DRAIN MAIN/LATERAL	
DRAIN MANHOLE	
DRAINAGE INLET	

NOTES:

ALL UTILITIES TO BE PROTECTED IN PLACE AND/OR ADJUSTED TO FINAL GRADE AS REQUIRED.
NEW FLOWLINE SHALL MAINTAIN EXISTING FLOW AND DIRECTION. CONTRACTOR SHALL VERIFY FLOW DIRECTION PRIOR TO DEMOLITION.
PRIOR TO POURING CONCRETE, CONTRACTOR SHALL NOTIFY INSPECTOR AND VERIFY FORMS IN HIS PRESENCE.

1. EXISTING TRAFFIC SIGNAL/STREET LIGHT BOX
2. EXISTING PED. PUSH BUTTON POLE
3. EXISTING INTERCONNECT BOX
4. EXISTING WATER VALVE BOX

NO.	REVISIONS	BY	DATE

BENCH MARK	
ELEVATION _____ DATUM _____	
DESCRIPTION _____	

DESIGN BY: NG
DRAWN BY: BD
CHECKED BY: NG
SCALE: NONE
DATE: JULY 2016
PROJECT NO: 162505

Jason Shykowski
PRINCIPAL ENGINEER
05/18/2017
PLANS APPROVAL DATE



CITY OF ROSEVILLE
DEPARTMENT OF PUBLIC WORKS
311 VERNON STREET
ROSEVILLE, CA 95678
(916) 746-1300



2017 PEDESTRIAN FACILITY IMPROVEMENT
PROJECT
STANFORD RANCH RD AND
FIVE STAR BLVD, FAIRWAY DR
CITY OF ROSEVILLE CALIFORNIA

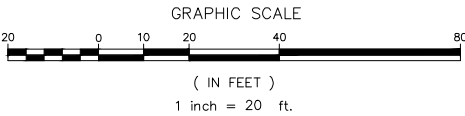


Exhibit “D”
General Conditions of Encroachment Permit

GENERAL CONDITIONS

1. **PERMIT.** This permit is issued in accordance with the provisions of Chapter 12.04 ENCROACHMENTS of the Rocklin Municipal Code (the "Ordinance").
2. **ACCEPTANCE OF THE PROVISIONS.** It is understood and agreed by the Permittee that the doing of any work under this permit shall constitute an acceptance of all provisions stated on this permit and all provisions of the Ordinance.
3. **KEEP PERMIT AT THE WORK SITE.** This permit shall be kept at the site of the work and must be shown to any representative of the Department of Public Works or any law enforcement officer on demand.
4. **PROSECUTION OF WORK.** Any work authorized by this permit shall be performed in a diligent, expeditious, and professional manner to be completed within the specific time specified in the permit and to the satisfaction of the Director.
5. **MINIMUM INTERFERENCE WITH TRAFFIC.** All work shall be planned and carried out to minimize inconvenience to the traveling public.
6. **TRAFFIC CONTROL.** Permittee shall take adequate precautions for the protection of the public. Where necessary, barricades, warning signs, and flaggers shall be maintained until the excavation is backfilled, the obstruction removed, and the roadway is safe for the use of the public. The Director may specify, as a condition of the issuance of the permit, the devices or measures to be used by the permittee. However, failure of the Director so to specify devices or measures to be used shall not relieve the Permittee of this obligation. Traffic lanes may not be blocked unless specifically stated on this permit, or without first obtaining permission from the Director. *When permission is obtained, the Permittee shall notify the City Police and Fire Department prior to closing the road.* Traffic control signs and devices, street name signs, and mail boxes must be kept upright at all times. Any damaged or destroyed devices, signs, markings, or mail boxes will be replaced at the Permittee's expense.
7. **STORAGE OF MATERIAL.** Construction material shall not be stored within eight (8) feet from the edge of the pavement or traveled way or within the shoulder line or sidewalk where the shoulders or sidewalks are wider than eight feet.
8. **TUNNELING.** No tunneling will be permitted except as may be specifically stated on this permit.
9. **TRENCHING.** Trenching for installation across any intersection open to traffic shall be progressive. Not more than one-half of the width of a traveled way shall be disturbed at one time and the remaining width shall be kept open to traffic by bridging or backfilling.
10. **BONDING AND INSURANCE.** Permittee shall post a bond or other security, and provide insurance, as required by Sections 12.04.060 and 12.04.070 of the Rocklin Municipal Code.
11. **BORING.** Service and other small diameter pipes shall be jacked or otherwise forced underneath pavement without disturbing same. Pavement or roadway shall not be cut unless specifically stated on this permit. Service pipes will not be permitted inside of culvert pipes used as drainage structures.
12. **BACKFILL.** In backfilling there shall be no flooding of the trench within the upper twenty-four (24) inches. All loose backfill shall be dampened and well tamped with a pneumatic tamper or in any other workmanlike manner satisfactory to the Director and consistent with all the provisions of this permit.
13. **EXCAVATION.** All pavement shall be saw-cut. All extracted material shall be stockpiled away from the improved portion of the roadway. After the work has been completed, all excess material including excess excavation, shall be removed from the construction site and the roadway shall be left in a neat and orderly condition.
14. **DRAINAGE.** If the work to be done under this permit interferes with established drainage, ample provision shall be made by the Permittee to provide an alternate drainage route, as directed by the Director.
15. **DRIVEWAYS.** All approaches to private driveways which are cut or trenching shall be replaced in kind upon completion of backfill.
16. **SERVICE CONNECTIONS.** These terms and conditions do not authorize installation of gas, sewer, or water service connections within city street right-of-way unless shown on accompanying drawings or sketches regardless of location of main. Permit is required from the agency having jurisdiction for such work.
17. **UNDERGROUND UTILITIES.** Disregard of or damage to underground utilities may be cause for revocation of this permit or denial of future permits at the discretion of the Director. Any utility so damaged shall be immediately reported to the Director. Permittee is responsible for the proper repair.
18. **MAINTENANCE.** The Permittee agrees to exercise reasonable care to properly maintain any installation placed in the right-of-way and to exercise reasonable care in inspecting and preventing injury to any portion of the street resulting from the work.
19. **TREES.** Trees located within the right-of-way shall not be removed, trimmed or roots disturbed unless specifically stated on this permit.
20. **AS-BUILT PLANS.** Upon completion of underground or surface work of consequence, the permittee shall furnish as built plans to the Engineering Division showing locations and details of work performed.
21. **CITY INSPECTION AND INSPECTION FEE.** An inspection fee is to be paid in accordance with the provisions of the Ordinance and the City's fee schedule. The City will inspect all work within right-of-ways under this permit. **Approval of the Director is required on completed work prior to placing of any concrete, asphaltic concrete, aggregate base or sub-base or backfilling trenches.** Such approval shall not relieve the contractor from the responsibility of performing the work in a professional manner and in compliance with all provisions of this permit. Materials and compaction testing shall be performed under the direction of a registered civil engineer or a registered soils engineer as required by the Director, and the cost thereof shall be borne by the Permittee. No approvals to proceed nor final approvals will be given prior to receipt of satisfactory test results by the Director.
22. **RELEASE AND INDEMNITY.** Permittee understands the nature of the work to be performed under this permit, has inspected the site where the work is to be performed, and understands any potential dangers incidental to performing the work at the site. Permittee hereby voluntarily releases, discharges, waives, and relinquishes any and all actions and causes of action for personal injury (including death) or property damage occurring to himself/herself arising out of or as a result of performing the work under this permit. Permittee agrees that under no circumstances will he/she, or his/her heirs, executors, administrators and assigns prosecute or present any claim against the City of Rocklin or any of its officers, employees or volunteers for personal injury (including death) or property damage, including those which arise by the negligence of the City of Rocklin or any of said persons, whether passive or active. Permittee further agrees to defend, indemnify and hold harmless the City of Rocklin, its officers, employees and volunteers, from any claims, demands, damages, costs, expenses or liability for personal injury (including death) or property damage, arising out of or connected with his/her work under this permit or issuance of this permit.
23. **FUTURE RELOCATION.** If the work performed under this permit interferes at any time with the use of the right-of-way in which the work was performed and/or is located, as determined by the Director, the work shall be removed or relocated, as directed by the Director, at the Permittee's expense.
24. **STANDARDS.** All work and materials shall conform to the City of Rocklin Improvement Standards, State of California Standard Specifications, all provisions of this permit, and the attached plans.
25. **NON TRANSFERRABLE, REVOCABLE.** This permit is non-transferable and is revocable at any time as provided in the Ordinance.
26. **DEFINITIONS.** All references herein to the "Director" shall mean the Rocklin Director of Public Works or his/her designee. All references herein to the "Department" shall mean the Department of Public Works.

SPECIFIC CONDITIONS

Cuts in A.C. pavement shall have a minimum of 60 inches on each side of the trench and shall receive a "fine seal" in accordance with Section 37 of the State Specifications.

All A.C. shall conform to Section 39 of the state specifications, be compacted in 2 layers, and have a minimum compacted density to 143 lb./cu. ft. Type of Liquid Asphalt shall be as specified by the Public Works Inspector.

TRENCH WIDTH: All trenches shall be wide enough so that there is a minimum of 8 inches of clear space between the sides of the pipe and the trench walls. All A.C. cuts shall be saw cut and shall be 6 inches wider than the trench width on each side of the trench.

BACKFILL - LOCAL STREETS: Native material may be used for backfill providing it is suitable material and approved by the Public Works Inspector. Material used for backfill shall be finely divided so that no part shall exceed 2 inches in the greatest dimension. The top 12 inches shall consist of 8 inches of A.B. and 4 inches of A.C.

BACKFILL - MAJOR ARTERIAL STREETS: Native material may be used for backfill providing it is suitable material and approved by the Public Works Inspector. Material used for backfill shall be finely divided so that no part shall exceed 2 inches in the greatest dimension. The top 16 inches shall consist of 12 inches of A.B. and 4 inches of A.C.

COMPACTION: Each 8 inch layer shall be compacted to 90% relative compaction with the top 6 inches being compacted to a 95% relative compaction. The costs of the test shall be bore by the Permittee.

A temporary patch shall be installed at the completion of each days work until such time as the permanent patch is installed.

NOTE: Between November 1 and May 1, applying oil shall be postponed unless permission of the Director is first obtained. All such postponed oiling shall be applied only when the surface to be treated has been reworked to a condition suitable to be oiled. Cutback asphalt may be used in place of A.C. Type B, as a temporary pavement replacement.

ORDINANCE NO. 5849

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the 2017 Pedestrian Facilities Improvement Project, per request of the Public Works Department, as listed on the attached Request for Budget Adjustment totaling \$3,414,000.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:
[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

REQUESTER*: Nick Graves

DEPARTMENT/DIVISION*: Public Works / Engineering

FISCAL YEAR/EFFECTIVE DATE*: 17/18

PROPOSED COUNCIL DATE (if applicable): 07/05/2017

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information.](#)

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
600,000	20010	6130	253	162505	45	Construction/construction mgmt for 2017 ADA ramps
850,000	20010	6130	253	162505	45	Construction/construction mgmt for 2017 ADA ramps
514,000	20010	6130	253	162505	45	Construction/construction mgmt for 2017 ADA ramps
600,000	00253	3902	253			Transfer in from 257 air quality mitigation CMAQ
850,000	00253	3902	253			Transfer in from LTF
\$ 3,414,000	TOTAL					

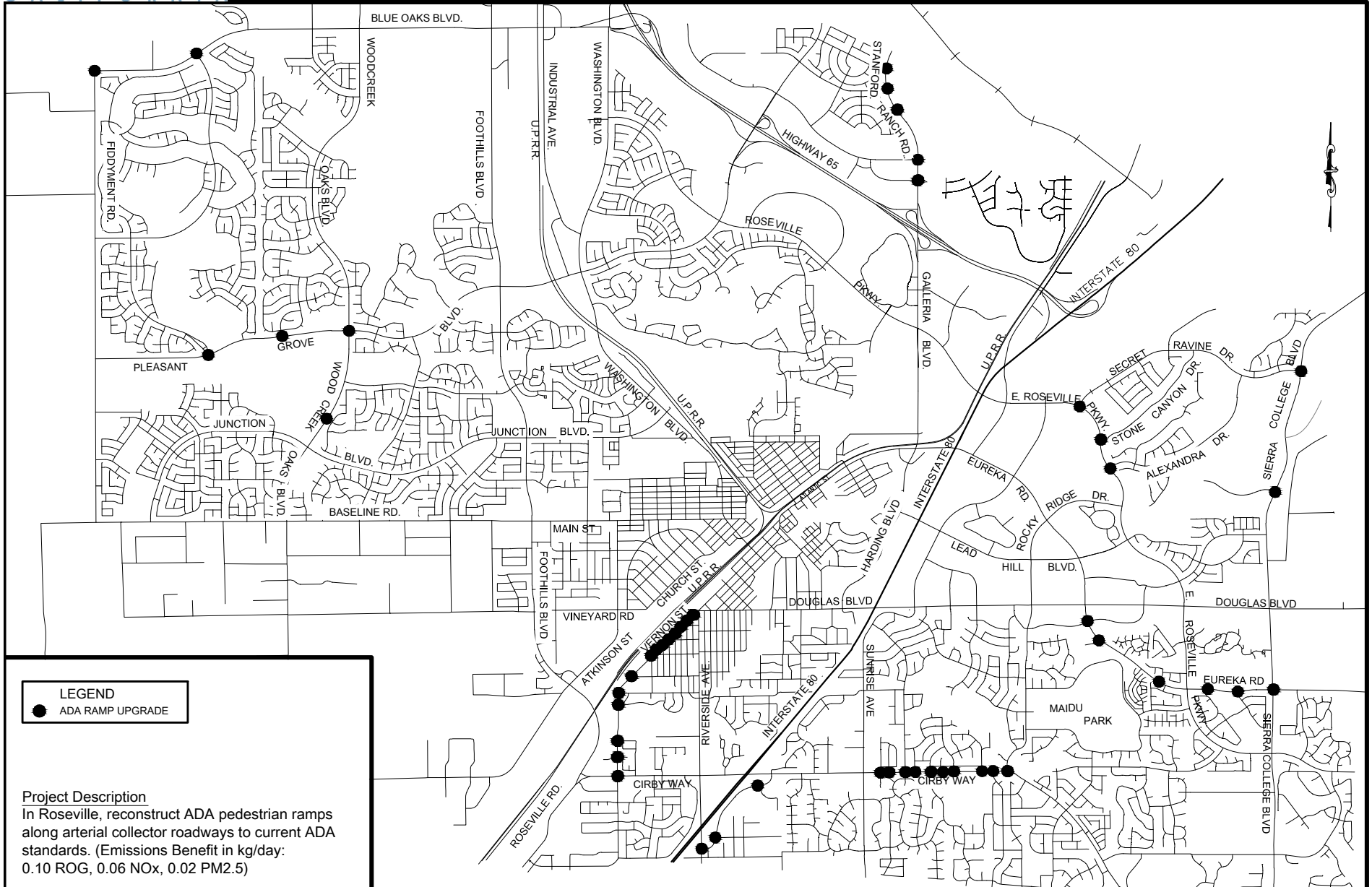
SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
600,000	00257	3750	257			CMAQ Grant Revenue to fund Proj. 162505
850,000			440			Fund Bal. LTF Funds to fund Project 162505
514,000			253			Fund Bal. Roadway Funds to fund Project 162505
600,000	00257	8902	257			Transfer out to Roadway fund
850,000	00440	8902	440			Transfer out to Roadway fund
\$ 3,414,000	TOTAL					

FINANCE USE	Approved:		
		6/14/17	
	BUDGET MANAGER/DESIGNEE	DATE	FINANCE DIRECTOR
			6/14/17
			DATE

Justification for Budget Adjustment*:

Transfer funds for construction contract and construction management for project 162505 (2017 Arterial ADA Ramps)

Approved:		Approved:	
	6-15-2017		
REQUESTING DEPARTMENT HEAD/DESIGNEE	DATE	CITY MANAGER	DATE





COUNCIL COMMUNICATION

CC #: 8593
File #: 0800-03

Title: Energy Industry Data and Information - Service Agreement
Contact: Renee Laffey 916-774-5671 rlaffey@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 6.5.

RECOMMENDATION TO COUNCIL

Recommend City Council adopt a resolution authorizing the City Manager to execute the attached sole source service agreement with E Source. E Source is an energy industry data and information services company supporting research, implementation and promotion of energy efficiency, behavioral, renewable energy, demand reduction and low income programs. The annual budget for E Source is set based on the services subscribed to by the Utility by fiscal year. Services for FY 2017-18 total \$52,900 and are subject to City Council's approval of the annual budget. Staff requests authorization for the City Manager to approve annual service agreement renewals of up to \$90,000 annually, for three additional fiscal years, through June 30, 2021, dependent upon future City Council approved budgetary authority.

BACKGROUND

As a requirement of California Assembly Bill 1890 and SB 1037, the City of Roseville must develop and implement energy efficiency, renewable energy, demand reduction and low income programs for City electric customers. These programs are delivered to customers through a variety of educational efforts and rebate options customized to meet the needs of residential, multi-family and commercial customers. E Source is the recognized resource among utilities nationwide for information about customer behavior, technical specifications for equipment, future trends and other background data required to develop and implement successful energy efficiency, low income and renewable energy programs. E Source also provides customized information and data services for Electric staff on request and will support staff inquiries in support of residential and business customer requests for technical assistance. The services provided by E Source are unique. No other known entity provides the scope of data, research and technical support E Source provides. E Source has provided services to Roseville Electric for over 15 years. E Source services are utilized by the electric utility industry nationwide and in California by SMUD, SVP, LADWP, PG&E, SDG&E, SoCalGas and the City of Palo Alto.

FISCAL IMPACT

Funding for services totaling \$52,900 for FY 2017-18 is included in the Electric budget for Public

Benefits programs in FY 2017-18. Funding is expressly contingent upon the adoption of the Electric Utility FY 2017-18 budgets by Roseville City Council.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Renee Laffey, Electric Business Analyst

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-293

Service Agreement-Signed

RESOLUTION NO. 17-293

APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND E
SOURCE COMPANIES LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE
IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1805015) for providing a web-hosted library of research information and utility education, between City of Roseville and E Source Companies LLC, has been prepared and reviewed by the Council;

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

BE IT FURTHER RESOLVED that the City Manager or his designee is additionally authorized to execute three optional one-year renewals provided that the applicable budget is approved by the City Council or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

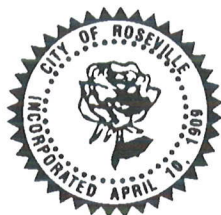
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1805015**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: _____ DATE: 5/3/17

SUBMIT ALL INVOICES TO:

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

Contractor No.: V34319
Telephone No.: (303)345-9124 Fax:
Email address: amy_thompson@esource.com
Contractor: E SOURCE COMPANIES LLC
ATTN: AMY THOMPSON
1745 38TH STREET
BOULDER, CO 80301

Department: ELECTRIC

Acct. Code: 08623-5101/686923-30

Buyer: JOANNA OUKROP
Phone: (916)774-5745

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/1/17	NET 30	6/30/18	Approved by Risk Mgt.	RENEE LAFFEY

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

THE VENDOR SHALL PROVIDE A WEB-HOSTED LIBRARY OF RESEARCH INFORMATION AND UTILITY EDUCATION IN ACCORDANCE WITH THE ATTACHED E SOURCE COMPANIES LLC "E SOURCE MEMBERSHIP AGREEMENT." ADDITIONAL DOLLARS ARE INCLUDED ON THIS AGREEMENT FOR MORE LIBRARY AND RESEARCH MODULES ON AN AS NEEDED BASIS. ANY ADDITIONAL MODULES MUST BE QUOTED AND APPROVED IN ADVANCE BY AN AUTHORIZED REPRESENTATIVE OF THE CITY'S ELECTRIC DEPARTMENT.

PLEASE CONTACT RENEE LAFFEY IN OUR ELECTRIC DEPARTMENT AT (916)774-5671 FOR QUESTIONS REGARDING THIS AGREEMENT.

Note: The total cost of service below is an approximate value only. The City does not guarantee whatsoever the actual amount to be spent.

Total Cost of Service: \$ **90,000.0**

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

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A". 20061086545

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☐ CORPORATION

CONTRACTOR: [Signature] Judy Lindenmeyer CFO
SIGNATURE PRINT NAME TITLE

CONTRACTOR: [Signature] CHRIS DOYLE COO
SIGNATURE PRINT NAME TITLE

By: _____
Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Consultant is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

- (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Consultant shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultant's work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and sub consultants.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California,

regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor" and "Consultant" are used interchangeably.
18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.
19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.
20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.
21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.
22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.
23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.

24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. If the project referenced on this service agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
26. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

<p>City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.</p>
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ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENTS OVER \$21,745 OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

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

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

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

Insurance Submission Process

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

How It Works

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

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

E Source Membership Agreement



Name: Renee Laffey | Business Analyst

Organization: Roseville Electric | Company Website: www.rosevilleelectric.org

Address: 2090 Hilltop Circle, Roseville, California 95747

Telephone: 916-7745671 | E-mail: rlaffey@roseville.ca.us

CURRENT E SOURCE SERVICES

2017 to 2018 Subscription Base Rate \$ 52,900.00 includes DSM, TAS, All Web Conference and RMS

EFFICIENCY SUITE

Demand-Side Management Service 7/1/17–6/30/18 **\$13,200 annually**

Includes benefits such as:

- Ask E Source privileges within the content area of this service
- Online access to our full library of DSM publications and past events
- All new DSM publications and research
- Access to the DSM Ask E Source Library, a repository of researched answers to questions that our members have asked
- Access to Energy RFP, a database that catalogs current and archived requisitions issued by utilities, public power associations, public utilities commissions, regional energy-efficiency organizations, and government entities
- Access to Vendor IQ, a database that profiles DSM vendors designed to help utilities through the vendor selection process
- Access to our Repository of Publicly Available Technical Reference Manuals
- Participation in DSM web conferences and peer sharing calls
- Access to DSMdat, our online database of over 5,000 utility programs throughout North America
- Access to the DSM Evaluation Library, our comprehensive, easily searchable database of North American impact and process evaluations
- Registrations to the annual E Source Forum
- Invitation to participate in the DSM Executive Council
- Invitation to participate in the E Source DSM Boot Camp
- Discounted rate for any other E Source conferences

Technology Assessment Service 7/1/17–6/30/18 **\$13,200 annually**

Includes benefits such as:

- Ask E Source privileges within the content area of this service
- Online access to our full library of Technology Assessment publications and past events
- All new Technology Assessment publications and research
- Access to our resource centers for LED lighting, black-box technologies, and market sector snapshots as well as to our TechScan updates
- Access to the Technology Ask E Source Library, a repository of researched answers to questions that our members have asked
- Participation in TAS web conferences and peer sharing calls
- Access to the biannual Tech Roundup web conference

- Access to Energy RFP, a database that catalogs current and archived requisitions issued by utilities, public power associations, public utilities commissions, regional energy-efficiency organizations, and government entities
- Access to our most recent Residential Utility Customer Survey results, which reveal residential customers' preferences for technologies and technology adoption
- Registrations to the annual E Source Forum
- Invitation to participate in the annual Technology Leadership Council
- Discounted rate for any other E Source conferences

MARKETING SUITE

Residential Marketing Service

7/1/17–6/30/18

\$21,400 annually

Includes benefits such as:

- Ask E Source privileges within the content area of this service
- Online access to our full library of residential communication and marketing publications and past events
- Participation in Residential Marketing web conferences and peer sharing calls
- Access to the Residential Marketing Ask E Source Library, a repository of researched answers to questions that our members have asked
- Access to scheduled quarterly strategic meetings with the E Source Marketing & Communications practice director and research team to assist with your pressing residential marketing strategy questions
- Access to E Source Energy AdVision, our online database of thousands of residential energy-related print, audio, and video ads
- Access to Socialights: Residential, a regularly updated report that provides insights into how utilities are leveraging social media marketing to reach their residential customers.
- Access to the E Source US Residential Customer Insights Center, an online dashboard with five years of customer energy-use and behavior data collected in partnership with The Nielsen Company
- Access to the E Source Canadian Residential Customer Insights Center, an online dashboard of customer energy-use and behavior data
- Access to our most recent Residential Utility Customer Survey research results, which reveal residential customers' preferences across utilities' marketing channels, including full and mobile websites and social media
- Access to our most recent Utility Marketing Survey, a survey of utility marketing professionals on topics such as budgets and resources, channels and messaging, segmentation, and metrics used to measure success.
- Access to Energy RFP, a database that catalogs current and archived requisitions issued by utilities, public power associations, public utilities commissions, regional energy-efficiency organizations, and government entities
- Invitation to participate in the Utility MarCom Executive Council
- Registrations to the annual E Source Forum
- Invitation to participate in the E Source Marketing & Communications Boot Camp

All E Source Web Conferences

7/1/17–6/30/18

\$5,100 annually

Includes benefits such as:

- Access to all E Source Web Conferences

Total Amount for E Source Annual Membership \$52,900

Technical support for E Source services and tools is provided during our hours of operation. Contact Customer Service at 1-800-ESOURCE (1-800-376-8723), 9:00 a.m. to 5:00 p.m. MT, if you experience problems. We provide service and tool operation with 99% availability.

By accepting E Source materials and services, the subscribing organization agrees to be bound by the terms and conditions stated above, any applicable License Agreement, and all other terms and conditions stated on the E Source website. All prices are given in US dollars and are considered confidential.

Authorized Signature

Date

Please initial:

_____ I have read and agree to the terms of the [E Source License & Website Agreement](#) posted to www.esource.com.

_____ I have read and agree to the [Terms of Use](#) posted to www.esource.com.

PAYMENT INFORMATION (Fed. ID#: 20-4402870):

Please provide:

Name of Accounts Payable contact _____

Phone number _____

Email address _____

Invoice or purchase order number (if applicable) _____

E Source Companies LLC maybe required by law to collect sales tax. Sales tax will be added when invoiced.

E Source, ATTN: Amy Thompson at amy_thompson@esource.com

E Source: 1745 38th Street, Boulder, Colorado 80301 USA

Amy Thompson: 303-345-9124

Customer Service: 1-800-ESOURCE



COUNCIL COMMUNICATION

CC #: 8614

File #: 0600 & 0201-01

Title:	Performance Management Software - Service Agreement Amendment and Budget Adjustment
Contact:	Duke Arakaki 916-774-5212 darakaki@roseville.ca.us

Meeting Date: 7/5/2017

Item #: 6.6.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution authorizing the City Manager to sign the first amendment to service agreement number S1604118 with Cornerstone OnDemand increasing the total cost of service from \$53,390.00 to \$120,690.00 to pay for years two and three license subscription and maintenance fees for the City's performance management software. Staff also recommends City Council adopt an ordinance authorizing a budget adjustment in the amount of \$67,300.

BACKGROUND

Performance management is an important component of effective supervision and provides regular feedback through performance evaluations. The software is used to communicate and track the requirements of the employee's job and defines how each employee will be measured. It is important to continue support of the Performance Management system as a supervisory tool. The software maintenance cost is \$33,650.00 per year.

The original agreement included \$19,740.00 for implementation and configuration and an additional \$33,650 for annual maintenance of \$33,650.00. This amendment will pay for years two and three of the maintenance in the amount of \$33,650.00 for each year.

FISCAL IMPACT

The total amount not to exceed \$120,690.00. Implementation and Configuration of \$19,740.00 from HR Department budget for FY2016-17 and Annual Maintenance of \$33,650.00 from HR Department budget for FY2015-16
Annual Maintenance of \$33,650.00 each year from IT Department budget for FY2016-17 and FY2017-18.

Sufficient funds for this purchase were included in IT Department 2016-17 budget, however payment wasn't completed due to length of contract negotiation.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Duke Arakaki, IT Program Manager - Enterprise Solutions Division

Hone Sae, Chief Information Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-311

Signed Amendment

Ordinance No. 5848

Budget Adjustment

SOW

RESOLUTION NO. 17-311

APPROVING SERVICE AGREEMENT AMENDMENT NO. 1 BETWEEN THE CITY OF
ROSEVILLE AND CORNERSTONE ONDEMAND AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Service Agreement Amendment No. 1 (Service Agreement No. S1604118) for license subscription and maintenance fees for the City's performance management software, between the City of Roseville and Cornerstone OnDemand has been prepared and reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

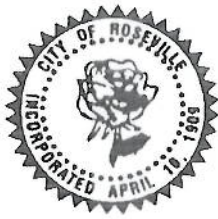
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

**SERVICE AGREEMENT
AMENDMENT**

SERVICE AGREEMENT No: **S1604118**
AMENDMENT No.: **1**

SERVICE LOCATION: **CITY OF ROSEVILLE
AS DIRECTED**

Contractor No.: **V40849**

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

Contractor License No.:
Business License No.:

Department: **HUMAN RESOURCES**

Telephone No: **(508)269-9566** Fax:

Email address: **hharris@csod.com**

Contractor: **CORNERSTONE ONDEMAND
ATTN : HILARY HARRIS
1601 CLOVERFIELD BLVD., STE. 600 SOUTH
SANTA MONICA, CA 90404**

Acct. Code: **03126-5330
03121-5330
03136-5330**

Buyer: **JOANNA OUKROP**
Phone: **(916)774-5745**

Service Agreement Number **S1604118** ("Agreement"), which was executed on **3/16/16**, is hereby modified as follows:

Select all provisions that apply:

- ☐ The Contractor name is hereby changed from
- ☐ The term of the Agreement is reduced by (days/months/years) and the expiration date of the Agreement is changed from to
- ☒ The Total Cost of Service payable under this Agreement is modified from **\$53,390.00** to **\$120,690.00**. The purpose of this modification is: **to pay for years 2 and 3 license subscription and maintenance fees for the City's performance management software.**

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

CONTRACTOR:

By: 

Title: President & CEO

By: 

Title: GC

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: _____

Rob Jensen
City Manager

Distribution: 1- Purchasing, 1 - Contractor, 1 - Originating Dept

ORDINANCE NO. 5848

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the license subscription and maintenance fees for the City's performance management software per request of the Information Technology Department, as listed on the attached Request for Budget Adjustment in the amount of \$67,300.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:

[A.R. 6.01 Budget Adjustment Policy & Procedure](#)

For more detailed budget adjustment training information, including examples, please click on the following link:

[Miscellaneous Budget Training Information](#)

REQUESTER*: Duke Arakaki



DEPARTMENT/DIVISION*: IT/Enterprise Solutions

FISCAL YEAR/EFFECTIVE DATE*: 2018

PROPOSED COUNCIL DATE (if applicable): 07/05/2017


USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
33,650	00520	3900	520			Transfer in from General Fund
33,650	03136	5330	250			IT Enterprise Solutions
\$ 67,300	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
33,650	00100	8900	100			Transfer to Enterprise Solutions - IT ISF
33,650			100			General Fund fund balance
\$ 67,300	TOTAL					

FINANCE USE	Approved:		6/19/17		6/19/17
		BUDGET MANAGER/DESIGNEE	DATE	Finance Director	Date

Justification for Budget Adjustment*:

This funding is needed for the software and technical support of the City's Performance Evaluation (Cornerstone) system. Budget in FY17 for support payment was not completed. Funding in FY17 is from indirect cost allocation. This request is to spend the FY17 as an FY18 payment.

Approved:		6/20/17	Approved:	
REQUESTING DEPARTMENT HEAD/DESIGNEE	DATE		CITY MANAGER	DATE

Cornerstone OnDemand – ORDER

Client Name (“Client”):		City of Roseville, CA	
Order Effective Date:		[Date of the last signature below]	
Master Agreement Effective Date:		[Date of the last signature below]	
Is a new purchase order required for this purchase?		(“No,” unless box is checked) <input type="checkbox"/> Yes: PO# _____	
Order Start Date:	Order Effective Date	Order Term/ End Date:	3 years

This Order is hereby incorporated into and made part of the Master Agreement (sometimes referred to as the Cloud Subscription Agreement or License and Services Agreement) by and between Client and Cornerstone OnDemand (the “Agreement”). Capitalized terms used, but not otherwise defined, herein shall have the same meanings assigned to those terms in the Agreement. If the term of the Agreement is set to expire prior to the end of the Order Term, the term of the Agreement is hereby extended through the end of the Order Term for the purposes of this Order.

PRODUCT SUBSCRIPTIONS (purchased if checked)		Subscribers / Active Users (except where otherwise stated)	Annual Fee
RECRUITING	<input type="checkbox"/> Recruiting <input type="checkbox"/> Campus Recruiting		
ONBOARDING	<input type="checkbox"/> Onboarding		
PERFORMANCE	<input checked="" type="checkbox"/> Performance (includes HRSRG Competencies in Year 1 at no cost; not purchased in Years 2 and 3)	1,100	\$31,900.00
COMPENSATION	<input type="checkbox"/> Compensation		
SUCCESSION	<input type="checkbox"/> Succession		
CONNECT	<input type="checkbox"/> Connect		
LEARNING	<input type="checkbox"/> Learning		
	<input type="checkbox"/> Certifications		
	<input type="checkbox"/> Competencies		
	<input type="checkbox"/> Extended Enterprise <input type="checkbox"/> eCommerce <input type="checkbox"/> Certifications <input type="checkbox"/> Competencies		
	<input type="checkbox"/> Cornerstone for Salesforce*		
Support Package:		Included	Included
<input checked="" type="checkbox"/> Professional <input type="checkbox"/> Professional Plus <input type="checkbox"/> Premier <input type="checkbox"/> Premier Plus			
<input checked="" type="checkbox"/> Administrator Training Package		10	\$1,750.00
<input type="checkbox"/> Course Publisher (if Learning is purchased)			
<input type="checkbox"/> Content Delivery			
Content:			
<input type="checkbox"/> Core <input type="checkbox"/> Gold <input type="checkbox"/> Gold Plus <input type="checkbox"/> Platinum Plus <input type="checkbox"/> Other			
<input type="checkbox"/> Additional Language Packs			
<input type="checkbox"/> Data Load Wizard			
<input type="checkbox"/> Web Services			
ANNUAL FEE SUBTOTAL			\$33,650.00
ONE-TIME SERVICES (purchased if checked)			One-time Fee
<input type="checkbox"/> ___ VSP hours (may be applied toward any future Service (except for Consulting) purchased within 1 year of the Order Effective Date, after which unused hours expire without refund)			
<input checked="" type="checkbox"/> Services (see attached Statement of Work)			\$19,740.00

FIRST YEAR GRAND TOTAL

\$53,390.00

Annual fees are invoiced annually, beginning on the Order Start Date, through the Order End Date. If applicable, the final invoice for annual fees (except for eLearning content) will be prorated as follows: (total number of days in the prorated period / 365) x annual fee. One-time fees are invoiced on the Order Start Date. See <http://www.cornerstoneondemand.com/support> for detailed support descriptions. Support package selected above applies to all subsequent Orders except where otherwise stated.

**If the "Cornerstone for Salesforce" box on this page is checked, Client acknowledges that Cornerstone does not support, and service levels do not apply to, customized code. Cornerstone for Salesforce purchases are subject to the Cornerstone for Salesforce Terms and Conditions located at: <http://www.cornerstoneondemand.com/sites/default/files/cfs/CFS-Rider-to-CSOD-Agreements-2013-08-26.pdf>.*

Agreed and accepted:

Client		Cornerstone OnDemand	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Cornerstone OnDemand – ORDER STATEMENT OF WORK

SCOPE OF SERVICES AND DELIVERABLES

Client Portal and Configuration Set Up

- Cornerstone will create and activate the Client portals (live, pilot, stage) with the URLs requested by the Client.
- Cornerstone will create Client Administrator user login and configure initial tasks including:
 - Configure default preferences
 - Configure initial security roles
 - Configure initial branding
 - Access to **The Cornerstone Success Center** providing access to training and product information
 - Access to **My Success Portal** providing access to Cornerstone product support teams and reporting of product issues
 - Activate licensed functionality

Timeline and Delivery

Upon completion of the Client portal and configuration set up, Cornerstone will distribute all access credentials to the Client, which indicates the Client Portal systems are ready for use. Acceptance of these deliverables will be in accordance with the Agreement. Upon completion of the Client Portal and Configuration Set Up phase, the Software is ready for use by Client.

PROJECT RESOURCES

The table below outlines recommended resources and time estimates for each phase. Time durations are estimates and may vary based on client requirement. Each phase overlaps and may require a shifting of hours among phases based on Client's processes. The project lifecycle may be repeated for each additional module.

Phase	Estimated Duration	Cornerstone Resources	Client Resources
Initiate	3 Weeks	<ul style="list-style-type: none"> • Implementation Consultant 	<ul style="list-style-type: none"> • Project Manager • Business Process Owners • System Administrators
Design	4 Weeks	<ul style="list-style-type: none"> • Implementation Consultant • Integration Consultant 	<ul style="list-style-type: none"> • Project Manager • Business Process Owners • Technical Resources • System Administrators
Deliver	3 Weeks	<ul style="list-style-type: none"> • Implementation Consultant • Integration Consultant • Client Success Manager 	<ul style="list-style-type: none"> • Project Manager • Business Process Owners • System Administrators • Technical Resources

IMPLEMENTATION SERVICES AND ESTIMATED TIMELINE

The Scope of Services outlined below provides a breakdown of the key components of the Implementation Services and the corresponding deliverables to be provided by Cornerstone and Client.

Phase	Cornerstone Deliverables	Client Deliverables
Initiate	<p>Weeks One thru Three:</p> <ul style="list-style-type: none"> • Training Plan developed and delivered to client • Project initiation call with client. Confirm project scope with client project team • Create meeting schedule for project lifecycle • Establish and document project controls and processes for status reporting, issue resolution, and risk management processes • Schedule kickoff meeting to review client design decision points • Communicate requirement to complete Organizational Units, Security preferences and training • Complete remote kick-off meeting • Review technical projects in-scope • Send discovery questionnaire to client • Collect client process documentation. • Deliver the Project Plan to the client • Conduct technical kickoff call with client • Implementation Consultant schedules and leads Organizational Unit Workshop • Deliver discovery document and technical projects questionnaires • Schedule and lead technical kickoff calls when applicable or direct client to recorded technical workshops • Review client documentation • Deliver technical documentation (data design documents and templates) • Collect any client process documentation the client can provide • Create project plan for implementation services • Implementation Consultant updates implementation discovery documentation • Complete options for webcast training session with client 	<p>Weeks One thru Three:</p> <ul style="list-style-type: none"> • Client begins training of Cornerstone OnDemand prescriptive training plan • Participates in remote kick-off meeting • Confirm project plan and meeting schedule • Assemble project team • Define measures of project success • Complete initial administrator training, pre-work, and discovery questionnaires • Attend technical project kickoff calls • Complete discovery questionnaires • Confirm project plan and meeting schedule • Provide branding and marketing requirements • Provide organization chart(s) to assist in designing Organization Unit structure • Provides sample user profile record and definition • Client content provider listing and courses • Deliver documented performance processes including process maps and supporting forms or documentation • Provide external user approval workflows • Provide external training requirements • Provide use case scenarios to model recommended configuration
Design	<p>Weeks Four thru Seven:</p> <ul style="list-style-type: none"> • Document decisions and remaining action items for : <ul style="list-style-type: none"> ◦ Organizational unit and user data design ◦ Global system preferences ◦ Welcome Page configuration ◦ Performance management preferences ◦ Navigation tabs and links ◦ Custom security roles matrix ◦ Email management matrix • Documented technical projects: <ul style="list-style-type: none"> ◦ Single Sign-On ◦ Inbound Data Feed – OU/user data ◦ Historical Data Upload(s) • Complete decisions needed to document the configuration workbook • Technical follow up meeting (Remote) • Cornerstone will configure pilot portal based on client requirements presented in discovery questionnaire 	<p>Weeks Four thru Seven:</p> <ul style="list-style-type: none"> • Complete configuration, documenting decisions for the following: <ul style="list-style-type: none"> ◦ Global system preferences ◦ Welcome Page configuration ◦ Performance management preferences ◦ Navigation tabs and links ◦ Custom security roles matrix ◦ Email management matrix update • Complete Custom Login Page workbook • Complete design specifications for technical projects: <ul style="list-style-type: none"> ◦ Single Sign-On ◦ Inbound Data Feed – OU/user data ◦ Historical Data Upload(s) • Complete remaining configuration decisions post configuration workshop and document remaining design specifications • Attend remote follow-up design sessions

	<ul style="list-style-type: none"> Conduct remote follow-up design sessions with client for remaining configuration decisions Discuss User Acceptance Testing including test scripts and participants Change management discussion or workshop if purchased Comp Only – Load Salary Data (In Pilot post copy down) 	<ul style="list-style-type: none"> Review and accept Cornerstone deliverables Complete and implement technical projects including: <ul style="list-style-type: none"> Single Sign-On Inbound Data Feed – Organizational Unit/user data Historical Data Upload(s)
Deliver	<p>Week Eight:</p> <ul style="list-style-type: none"> Complete technical projects: <ul style="list-style-type: none"> Single Sign-On Inbound Data Feed – Organizational Unit/user data Unit test system interfaces Conduct technical follow up meeting Wrap follow up configuration session(s) Conduct User Acceptance Testing prep meeting (remote) <p>Week Nine:</p> <ul style="list-style-type: none"> Schedule daily User Acceptance Testing touch base to solution review open issues with client (include Client Success Manager) Solidify configuration with client in preparation for User Acceptance Testing in pilot Ensure Historic Data Load has gone through initial validation in pilot Copy pilot to stage if you need to preserve Historic Data Load or other configuration through week 10 for validation Inbound Data Feed configured in Live portal. Inbound Data Feed will be validated <p>Week Ten:</p> <ul style="list-style-type: none"> Daily User Acceptance Testing touch base to review open testing issues with client (include Client Success Manager) Complete Client Success Manager handoff documentation and submit request for Client Success Manager Single Sign-On, in Live Copy down executed to pilot (If necessary can do copy over from pilot to stage prior to Live Copy Down) Obtain named care admins from client Update issue log, including defects Provide coaching for configuration updates Schedule Client Success Manager Transition Call Ongoing Historical Data Load validation (stage) and load into production Triage (categorize and prioritize) reported issues and address prior to go-live Finalize integration projects in production Support Client during testing and validation SOW Review with Client Success Manager Triage (categorize and prioritize) reported issues and address prior to go-live Close out any open issues/items for Go Live Client Go-Live Discuss post live survey with client 	<p>Week Eight:</p> <ul style="list-style-type: none"> Attend follow-up configuration session(s) Attend User Acceptance Testing prep meetings Complete setup in live portal including: <ul style="list-style-type: none"> Global Configurations – emails triggers, security roles, welcome page, preferences Language translations, as necessary Configuration of additional client security roles Performance Module <ul style="list-style-type: none"> Create goals, competencies, competency models, development plans, review questions, review templates, tasks Create succession metrics for succession plans, succession templates and tasks Create compensation salary structure, adjustment guidelines, share prices, templates, and tasks Create career center preferences and data for resumes, questions, and location bank <p>Week Nine:</p> <ul style="list-style-type: none"> Attend all User Acceptance Testing calls Review UAT feedback with Implementation team Make corrections or configuration changes based on UAT findings in Live portal <p>Week Ten:</p> <ul style="list-style-type: none"> Test system interfaces end-to-end Review and accept Cornerstone technical project deliverables <ul style="list-style-type: none"> Single Sign-On Inbound Data Feed – OU /User data Historical Data Upload(s) Populate specific test data like tasks and users Create and complete client-specific test assessment template Create and complete user acceptance test scripts Attend Client Success Manager transition meeting Client makes configuration adjustments on Pilot and Live portals Update Live portal configuration based on testing feedback Post Live issue remediation (partner with Client Success Manager to assist) Client Go-Live

- Schedule and execute final Historical Data Loads
- Conduct project close out

TECHNICAL PROJECTS

Inbound Data Feed – User/Organizational Unit (IDF User/OU)

Brief Summary

Integration with data from Client's system enabling automated maintenance of user and organizational units (OU) via a scheduled Inbound Data Feed (IDF) of the following data sets:

- User Profile data
- Organizational Unit (OU) data

Tasks

- Cornerstone: Provide Client with the Cornerstone standard Inbound Data Feed of User/OU (IDF User/OU) design document and template
- Cornerstone: Lead Client in IDF User/OU workshop to review data feed process and support the functional decisions of Client
- Cornerstone: Create IDF User/OU design document for Client
- Client: Sign off on IDF User/OU design document
- Client: Load files on pilot FTP folder for load, complying with Cornerstone's formatting requirements
- Cornerstone: Schedule IDF User/OU to run in pilot portal on a regular basis to allow testing by Client
- Cornerstone: Email the pilot portal IDF User/OU log file to identify load errors, after each load attempt
- Client: Review, update, and sign off the IDF User/OU process in pilot portal
- Client: Load files on live FTP folder for load, complying with Cornerstone's formatting requirements
- Cornerstone: Schedule and automate IDF User/OU in live portal
- Cornerstone: Email the live IDF User/OU log file to identify load errors, after each load attempt
- Client: Review, update, and sign off on the IDF User/OU process in live portal

Assumptions

- Client utilizes Cornerstone standard IDF User/OU design document and template for all data types
- Client is responsible for uniquely identifying records across all data types
- All data records referencing user data are by user's unique identifier value (UserID)
- Client has skilled software resources that can extract data from source systems and transform data to the format(s) defined by the approved IDF design document
- Client will perform all data file consolidations necessary and provide data files in formats defined in the approved IDF User/OU design document. All mandatory data fields must be populated for all records
- Client is responsible for properly validating data and identifying any errors prior to signing off on feed in live portal
- Client acknowledges that once the design document is approved, any changes or modifications to the work, scope, or the feed will require creation of a change request document. Change requests are reviewed and could result in additional charges to Client
- Any changes following Client signoff will require a work order or SOW submission

Historical Data Load – Performance (HDLP)

Brief Summary

Migration of legacy system data to the Cornerstone portal. Migrated data includes the following data types:

- Review scores, including up to three (3) years' worth of overall performance review scores
- Review documents, including up to three (3) years' worth of performance PDF documents
- Goals library

Historical Data Load – Performance (HDLP)

- Previous year's user goals
- Competency library and models

Tasks

- Cornerstone: Provide Client with the Cornerstone standard data design document template
- Cornerstone: Lead Client in data loading workshops to review data load process and support the functional decisions of Client
- Cornerstone: Create data design document for Client
- Client: Sign off on data design document
- Client: Prepare files for loading by Cornerstone integration consultant
- Cornerstone: Load files into the pilot portal
- Client: Review and correct any errors detected in the upload process
- Cornerstone: Reload corrected files as necessary in pilot portal (up to three (3) iterations per data type)
- Client: Review and approve data loaded to pilot portal
- Cornerstone: Load data on live portal

Assumptions

- Utilize Cornerstone standard data design document template for all data types
- All data loads reference User data by a unique identifier
- Client is responsible for uniquely identifying records across all data types
- Client has skilled software resources that can extract legacy data from source systems
- Client has the ability to transform data to the format(s) defined by Client-approved data design document
- Client will perform all data file consolidations necessary by data type defined above
- Maximum of three (3) iterations of loads by data type for purpose of correcting errors; any additional iteration may require a change request document
- Client acknowledges that once the design document is approved, any changes or modifications to the work, scope, or the feed will require a change request document. Change requests are reviewed and could result in additional charges to Client
- Any changes following Client sign-off will require a work order or SOW submission

Single Sign On (SSO) – AES Encrypted, SAML 1.1, or SAML 2.0

Brief Summary

Cornerstone to provide support on one of the following Single Sign On (SSO) integration from and outsider portal to Client's Cornerstone Portal:

- AES Encrypted
- SAML 1.1
- SAML 2.0

Tasks

- Cornerstone: Provide Client with the Cornerstone SSO Technical Documentation
- Cornerstone: Lead the Client in SSO workshops to review SSO process and support the functional decisions of the Client
- **AES Encrypted Single Sign On (SSO)**
 - Cornerstone: Provide sample code for Pilot Portal and Live Portal to deploy the AES SSO
 - Cornerstone: Provide the AES end point URLs to the Client
 - Client: Populate, encrypt and post the token as per Cornerstone requirements
 - Client: Deploy, test and sign off the AES Encrypted SSO in Pilot Portal
 - Client: Deploy, test and sign off the AES Encrypted SSO in Live Portal
- **SAML V 1.1 OR SAML 2.0 Single Sign On (SSO)**
 - Client: Provide:
 - Base64 encoded – X.509 public Certificate (.crt, .cer)
 - Base64 encoded sample SAML Response Assertion (.txt)
 - Cornerstone: Configure Client's Pilot Portal with SSO SAML 1.1 OR 2.0
 - Client: Review and sign off on SSO SAML 1.1 OR 2.0 in Pilot Portal
 - Cornerstone: Configure Client's Live Portal with SSO SAML 1.1 OR 2.0

Single Sign On (SSO) – AES Encrypted, SAML 1.1, or SAML 2.0

- Client: Review and sign off on SSO SAML 1.1 OR 2.0 in Live Portal

Assumptions

- Client utilizes Cornerstone standard SSO Design Specifications and complies to Cornerstone requirements to integrate AES Encrypted SSO, SAML 1.1 SSO, or SAML 2.0 SSO only.
- Any other type of Single Sign On Solution Integration other than the above mentioned items is outside the scope of this project and considered a custom Single Sign On Solution. Client is responsible to make sure User Identification values (UserID, Username OR Email address) are unique and matching existing users in the CSOD portal
- AES Encrypted Single Sign On (SSO)
 - Client has skilled software resources (Java or .Net programming) available who can establish an AES Encrypted SSO protocol and configure authentication to support CSOD's AES Encrypted SSO
 - Client has skilled software resources available who can establish an SSO SAML protocol and configure authentication to support Cornerstone's SSO SAML V1.1 OR 2.0
- SAML V 1.1 OR 2.0 Single Sign On (SSO)
 - Client will transfer the Assertion and Certification files to Cornerstone as per Cornerstone requirements defined on design specification document and will only transfer them through FTP folder (not email)
 - The assertion is signed using an X.509 certificate, sha1RSA algorithm and is Base64 encoded
- Client acknowledges that once the design document is approved, any changes or modifications to the work scope will require creation of a Change Request document. Change requests are reviewed and could result in additional charges to the Client
- Any changes following Client signoff will require a Work Order or SOW submission

TIMELINE AND DELIVERY

The Implementation Services will take approximately 10 weeks in duration and will be conducted remotely by Cornerstone, except for any outside services so expressly identified herein. Pre-approved travel expenses for on-site activities are the responsibility of Client.

Changes to the scope of this statement of work and/or Client delays that result in an increase to this estimate by more than 10% will require a change order, and may result in additional expense. The professional Services time will be tracked throughout the implementation and Client will be notified prior to actual hours exceeding the estimate, as well as whether a change request and SOW addendum will be required.

Cornerstone delays will NOT require an SOW addendum or result in additional expense to Client.

Project Components	Cost
Performance	
o Performance Implementation	\$11,500.00
o Inbound Data Feed - OU/Users (IDF)	\$2,160.00
o Single Sign On Standard (SSO)	\$1,080.00
o Performance Historical Data Load (PHDL)	\$5,000.00
Total Additional Services Cost	\$19,740.00

The end of the Implementation Services is defined as the completion of the above Cornerstone deliverables as outlined under the Implementation Services section of this document. Acceptance of the deliverables will be in accordance with the Agreement.

ASSUMPTIONS AND CLIENT OBLIGATIONS

In order for Cornerstone to provide the Services outlined in this Statement of Work, Client shall provide the necessary resources to fulfill the obligations listed below:

Project Specific

- Client is solely responsible for testing all processes during the UAT phase
- Client will utilize the Cornerstone course publisher to upload online content to the portal. All Client content is SCORM v1.2 or AICC v3.5 compliant

- Client is solely responsible for testing (Tracking, Completion, etc.) all content loaded to the Cornerstone portal.
- Any technical integration or service not expressly listed in this Statement of Work with an accompanying price will be scoped as a separate work effort and is not included in the scope of this document.
- Requests for application code changes are out of scope
- Retire Client pilot portal within 60 days after implementation; stage and live portals to remain for the term
- Additional contracts may be required to utilize third party (non Cornerstone OnDemand, Inc.) services and integrations such as job board aggregation, video interview, background screening, employee eligibility and citizenship, ,
- Except where otherwise stated or agreed by the parties, Cornerstone's obligation to perform an Implementation-related Service expires at the earlier of: (i) acceptance of the Service by Client; (ii) if Client does not commence the project, one year from the purchase date; or (iii) if Client commences the project but subsequently does not proceed with the project, six (6) months from the date Client ceased working on the project.



COUNCIL COMMUNICATION

CC #: 8611

File #: 0704-01 & 0201-01

Title: Laurel T. Stizzo (F-50) Park Project – Agreement and Budget Adjustment

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

Meeting Date: 7/5/2017

Item #: 6.7.

RECOMMENDATION TO COUNCIL

Approve a budget adjustment of \$50,000.00 to fully fund construction and third-party inspection services, award the Laurel T. Stizzo (F-50) Park Project to apparent low bidder, Sierra Valley Construction, Inc., authorize the City Manager to execute the agreement with Sierra Valley Construction, Inc. in the amount of \$1,629,195.00, and authorize staff to approve change order requests in an amount not to exceed 10% of the contract amount.

BACKGROUND

Laurel T. Stizzo Park (formerly parksite F-50) is an 8 acre park site adjacent to Fiddlyment Farm Elementary School in the West Roseville Specific Plan. The project will include installation of a multi-use turf area, a children's play area, swings, adult fitness equipment, an off-street parking lot, a picnic area, landscaping and irrigation. Additive alternatives to be included as part of the award include installation of a shade structure over the picnic area and additional play elements.

City Council approved the project plans and specifications at the December 7, 2016 meeting. A total of 6 bids were received and were opened on January 23, 2017. At the April 19, 2017 Council meeting, all bids were rejected and Council approved the project to be re-advertised. A total of 4 bids were received and opened on May 15, 2017. The bid results and engineer's estimate are as follows:

Bidder	Total Lump Sum Bid
Sierra Valley Construction	\$1,659,972.00
Procida Landscape	\$1,704,224.00
Olympic Land Construction	\$1,782,120.00
JM Slover	\$1,850,170.00
Engineer's Estimate	\$1,825,123.88

Staff recommends award of the project to Sierra Valley Construction, Inc. in the amount of

\$1,629,195.00 for the base bid, additive alternative #1 (additional play elements), additive alternative #2 (shade structure), and winter construction suspension allowance.

Contingency

During the course of a construction project, it is common to encounter unanticipated or changed conditions in the field which necessitate additions or other changes to the project. For this project, staff requests authorization to approve change order requests in an amount not to exceed 10% of the contract price in accordance with the terms and conditions of the contract.

FISCAL IMPACT

This project was originally approved in FY2014/15 using funds from the West Roseville Specific Plan (WRSP) Park Development Fund (Fund 243). Approval of this request will add \$50,000.00 to the Laurel T. Stizzo Park Capital Improvement Project (CIP Project 155001) and will fully fund the park's construction and inspection services with available fund balance from the WRSP Park Development Fund (Fund 243). Future maintenance services will be fully funded through the Fiddymment Ranch Community Facilities District 2, so there is no impact to the General Fund.

Estimated Project Costs	\$1,977,742.05
Construction	1,629,195.00
10% Contingency	162,919.50
Project Management/Special Inspection/Permits	146,627.55
Inspections (Four Leaf)	31,000.00
Other Miscellaneous Project Expenses	8,000.00
Less Current Project Balance (CIP 155001)	(1,927,852.29)
Budget Adjustment Needed (rounded)	50,000.00

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000.00 in direct government spending. Based on that guideline, this project is forecast to create eighteen new jobs.

ENVIRONMENTAL REVIEW

Project level CEQA compliance for the Laurel T. Stizzo Park Project (WRSP Park Site F-50) was accomplished with certification of the West Roseville Specific Plan Final EIR (January 9, 2004) (SCH# 2002082057). Because the project is consistent with the project evaluated in the West Roseville Specific Plan EIR, no new effects would be expected to occur and all applicable mitigation measures from the original EIR will be implemented. As such, no additional CEQA action is required at this time.

Respectfully Submitted,

Rjahja Canlas, Park Development Analyst

Dion Louthan, Director, Parks, Recreation & Libraries



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-306

Stizzo - Agreement

Ordinance No. 5851

Stizzo - Budget Adjustment

RESOLUTION NO. 17-306

APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND SIERRA VALLEY CONSTRUCTION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an agreement for the Laurel T. Stizzo (F-50) Park project, between the City of Roseville and Sierra Valley Construction, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the Parks, Recreation and Libraries Director or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

A G R E E M E N T

THIS AGREEMENT, is made and entered into this _____ day of _____,
20_____, by and between the City of Roseville, a municipal corporation, ("CITY"), and
Sierra Valley Construction, a California Corporation,
("CONTRACTOR"),

W I T N E S S E T H:

WHEREAS, the City Council of the City of Roseville, at a meeting held on the 7th day
of December, 2016, approved plans and specifications consisting of the General
Conditions for Buildings and Grounds and Special Conditions for the
Laurel T. Stizzo (F-50) Park Project (Rebid)

and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the 15th day of May, 2017, and

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

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

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City Council held on the _____ day of _____, 20____, the City Council found and declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in accordance with the aforementioned specifications,

NOW, THEREFORE, the parties hereto as follows:

1. THE WORK. CONTRACTOR agrees:

(a) To do the work and furnish all the labor, materials, tools, equipment and insurance required for the Laurel T. Stizzo (F-50) Park Project (Rebid)

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

(b) To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Department for Contract Administration as defined in the Contract Documents.

2. PAYMENT. CITY shall pay CONTRACTOR \$1,629,195.00 for the Work to be done under this contract in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of all of the documents described in section 1-1.12 of the General Conditions.

All Contract Documents are intended to operate so that any work called for in any one

and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the work within the time specified, CONTRACTOR agrees that CITY will suffer damages.

Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix,

CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 800 per day as liquidated damages, in the event of such delay.

5. TIME OF ESSENCE. Time is of the essence of this Agreement.

6. ATTORNEY'S FEES, VENUE, GOVERNING LAW. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

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

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

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

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

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

CITY OF ROSEVILLE
a municipal corporation

By: _____
ROB JENSEN
City Manager

CONTRACTOR:
Sierra Valley Construction, Inc

By: _____
Sharon Fawcett
its: _____
President

ATTEST:

and

By: _____
SONIA OROZCO
City Clerk

By: _____

its: _____

APPROVED AS TO FORM:

Business License #: 802027

By: _____
ROBERT R. SCHMITT
City Attorney

ORDINANCE NO. 5851

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE 2017-18
BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY
EFFECTIVE AS AN APPROPRIATION MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The City of Roseville Annual Budget, Fiscal Year 2017-18, is hereby amended by transferring appropriation to and from the activities indicated below:

Appropriate funds for the Laurel T. Stizzo (F-50) Park project per request of the Parks, Recreation & Libraries Department, as listed on the attached Request for Budget Adjustment in the amount of \$50,000.00.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:
[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

REQUESTER*: Dion Louthan/Rjahja Canlas/Genna Martin
DEPARTMENT/DIVISION*: Parks, Recreation & Libraries
FISCAL YEAR/EFFECTIVE DATE*: FY2017-18
PROPOSED COUNCIL DATE (if applicable): 07/05/2017

For more detailed budget adjustment training information, including examples, please click on the following link:
[Miscellaneous Budget Training Information.](#)

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
50,000	50011	6130	243	155001	45	Laurel T. Stizzo (F-50) Park CIP
\$ 50,000	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
50,000			243			Park Development-WRSP Fund Balance
\$ 50,000	TOTAL					

FINANCE USE Approved: Nancy Ellisburger 6/1/17 Kathy Cullen 6/1/17
BUDGET MANAGER/DESIGNEE DATE Finance Director: Date

Justification for Budget Adjustment*:
This project was originally approved in FY2014/15 using funds from the West Roseville Specific Plan (WRSP) Park Development Fund (Fund 243). Approval of this request will add \$50,000 to the Laurel T. Stizzo (Fiddymont Parcel 50) Park Capital Improvement Project (CIP Project 155001) and will fully fund the park's construction with available fund balance from the WRSP Park Development Fund (Fund 243). Future maintenance services will be fully funded through the Fiddymont Ranch Community Facilities District 2, so there is no impact to the General Fund.

Approved: <u>[Signature]</u> <u>6-1-17</u> REQUESTING DEPARTMENT HEAD / DESIGNEE DATE	Approved: _____ CITY MANAGER DATE
--	--------------------------------------



COUNCIL COMMUNICATION

CC #: 8604
File #: 0203-03

Title: Aqueous Ammonia (BACC 03-2016) - Service Agreement Renewal
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 6.8.

RECOMMENDATION TO COUNCIL

Recommend Council approve a service agreement renewal with Argo Chemical, Inc. for the purchase and delivery of aqueous ammonia (ammonia hydroxide) and adopt a resolution authorizing the City Manager to execute it. The estimated annual cost of the agreement is \$66,000.00, or not to exceed budgeted amount.

In March 2016, the City participated in a regional chemical bid lead by the Bay Area Chemical Consortium (BACC), with the Dublin San Ramon Services District serving as the coordinating agency. Because more than 50 public agencies are now participating, significant savings for chemical purchases are being passed along to the agencies' customers. The bid allows for optional renewal years, with this being the second of four renewal years. Staff requests authorization to continue renewing the contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Roseville Energy Park has an ongoing requirement for aqueous ammonia (ammonium hydroxide). This chemical is used in the selective catalytic reduction (SCR) air pollution control system to reduce emissions of nitrous oxide. The chemical will be purchased by the Roseville Energy Park on an as needed basis.

FISCAL IMPACT

The estimated annual cost of the agreement is \$66,000.00. Funding is included in the Electric Department's FY2017-18 budget. Spending for future renewals will be contingent upon Council approval of budgets. Projected spending for the renewal years from FY2018-19 through FY2019-20 is estimated to be \$66,000.00 per year.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The hauling and delivery of hazardous substances is regulated by the state. Hazardous material transport consistent with applicable safety regulations should not result in a significant environmental effect. Therefore, the proposed Service Agreement does not include the potential for significant environmental effect and is not subject to CEQA.

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-301

Signed Service Agreement

RESOLUTION NO. 17-301

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

WHEREAS, a Service Agreement Renewal (Service Agreement No. S1803207) for Aqueous Ammonia, between City of Roseville and Argo Chemical, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute two additional one year renewals of the service agreement provided that its respective budget is approved by the City Council, or until City staff determine that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1803207**

SERVICE LOCATION: Roseville Energy Park
5120 Phillip Road
Roseville, CA 95747

REQ. NO.: Renewal DATE: 3/31/17

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

Department: ROSEVILLE ENERGY PARK

Acct. Code: 08616-5340 / 686549-20

Buyer: BABETTE OWENS
Phone: 916-7745704

Contractor No.: V40961
Telephone No.: 661-322-2222 Fax:
Email address: kris.austin@argochem.com
Contractor: ARGO CHEMICALS
ATTN: MARK RODGERS
30933 IMPERIAL STREET
BAKERSFIELD, CA 93263

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/1/17	NET 30	6/30/18	Approved by Risk Mgt.	TONY JOHNSON

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

Provide aqueous ammonia delivered to the Roseville Energy Park on an as needed basis at a cost of \$1.29 per gallon in accordance with all specifications, terms and conditions of BACC Bid No. 03-2016. Deliveries to be made Monday - Friday between the hours of 7am - 3pm.

Please contact Tony Johnson at 916-746-1656 for questions regarding this contract.

*Total cost listed below is an approximation only. The City does not guarantee whatsoever the actual value of this agreeme

Total Cost of Service: \$ **66,000.00**

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

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

Business License No.: 1700030913 Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 8585
File #: 0203-03

Title: Liquid Aluminum Sulfate (BACC 01-2017) - Service Agreement Renewal
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 6.9.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a service agreement with Chemtrade Chemicals US LLC, as the lowest responsive bid received for BACC 01-2017 for the purchase and delivery of liquid aluminum sulfate for the City's Water Treatment Plant. In addition, adopt a resolution authorizing the City Manager to sign the attached service agreement. The total estimated annual cost is \$200,000.00, or not to exceed budgeted amount.

In March 2017, the City participated in a regional chemical bid lead by the Bay Area Chemical Consortium (BACC), with the Dublin San Ramon Services District serving as the coordinating agency. The bid allows for three optional renewal years. Because more than 50 public agencies are now participating, significant savings for chemical purchases are being passed along to the agencies' customers. Staff requests authorization to continue renewing the contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Environmental Utilities Department has an ongoing requirement for liquid aluminum sulfate (aka liquid alum) for use at the City's Water Treatment Plant. Liquid alum is used as a flocculating agent in the water purification process at the plant. The estimated annual usage is based on previous years' historical data and knowledge of future requirements.

FISCAL IMPACT

The total estimated value of the award is \$200,000.00 and funding is included in the Environmental Utilities Department's FY2017-18 budget. Spending for future renewals will be contingent upon Council approval of budgets. Projected spending for the renewal years from FY2018-19 through FY2020-21 is estimated to be \$200,000.00 per year.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The hauling and delivery of hazardous substances is regulated by the state. Hazardous material transport consistent with applicable safety regulations should not result in a significant environmental effect. Therefore, the proposed Purchase Agreement does not include the potential for significant environmental effect and is not subject to CEQA.

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-289

Signed Service Agreement

RESOLUTION NO. 17-289

APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN CITY OF ROSEVILLE
AND CHEMTRADE CHEMICALS US, LLC, AND AUTHORIZING THE CITY MANAGER
TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Service Agreement Renewal (Service Agreement No. S1803203) for
liquid aluminum sulfate, between City of Roseville and Chemtrade Chemicals US, LLC, has
been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute three
additional one year renewals of the service agreement provided that its respective budget is
approved by the City Council, or until City staff determine that continuing with the same vendor
is not in the City's best interest.

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

AYES COUNCILMEMBERS:

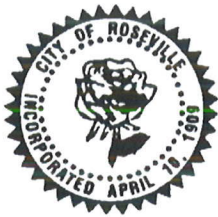
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1803203**

SERVICE LOCATION: WATER TREATMENT PLANT
9595 BARTON ROAD
GRANITE BAY, CA 95746

REQ. NO.: RENEWAL DATE: 5/26/17

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

Contractor No.: V40034

Telephone No.: 800-441-2659 Fax:
Email address: bids@chemtradelogistics.com
Contractor: CHEMTRADE CHEMICALS US LLC
ATTN: BIDS DEPARTMENT
90 EAST HALSEY ROAD
PARSIPPANY, NJ 07054

Department: ENVIRONMENTAL UTILITIES

Acct. Code: 08421-5015

Buyer: BABETTE OWENS
Phone: 916-774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/1/17	NET 30	6/30/18	Approved by Risk Mgt.	STEPHEN PETERSON

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
PROVIDE LIQUID ALUMINUM SULFATE ON AN AS NEEDED BASIS IN ACCORDANCE WITH ALL SPECIFICATIONS, TERMS,
AND CONDITIONS OF (BACC) BID NO. 01-2017 AT A COST OF \$0.6101 PER GALLON.

PLEASE CONTACT STEPHEN PETERSON AT 916-746-1996 FOR QUESTIONS REGARDING THIS CONTRACT.

*PROPER INSURANCE MUST BE IN PLACE BEFORE SERVICE CAN BEGIN.

**Total cost listed below is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Total Cost of Service: \$ **200,000.00**

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

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

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION (LLC)

CONTRACTOR: Elizabeth Ryno ELIZABETH RYNO MARKETING SPECIALIST
SIGNATURE PRINT NAME TITLE

CONTRACTOR: Parul Kachhia-Patel PARUL KACHHIA-PATEL MARKETING SPECIALIST
SIGNATURE PRINT NAME TITLE

By: _____
Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 8586
File #: 0203-07

Title: Pressure Treated Wood Poles (RFQ 01-3068) - Purchase Order Renewal
Contact: Tiffany Valdez 916-774-5708 tvaldez@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 6.10.

RECOMMENDATION TO COUNCIL

Recommend Council authorize the renewal of purchase orders to McFarland Cascade Holdings, Inc. as the lowest responsive bidder to RFQ 01-3068. The estimated annual cost is \$80,000.00 or not to exceed budgeted amounts.

BACKGROUND

The Electric Department has a recurring requirement for pressure treated wood poles to support maintenance, construction and California Public Utilities Commission (CPUC) requirements.

A bid was issued in February 2016 for pressure treated wood poles and allowed for optional renewal years with this being the first of four renewal years. Staff requests authorization to continue renewing the contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

FISCAL IMPACT

The estimated annual cost is \$80,000.00. Funding is included in the Electric Department's Construction Maintenance Budget for FY2017-18. Spending for future renewals will be contingent upon Council approval of budgets. Projected spending for the optional renewal years is as follows: FY2018-19, \$88,000.00; FY2019-20, \$97,000.00; FY2020-21, \$106,500.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The proposed project involves the purchase and maintenance/replacement of pressure treated wood poles. This activity is categorically exempt from CEQA as a Class 1 Exemption (State

CEQA Guidelines Section 15301). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Tiffany Valdez, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-290

RESOLUTION NO. 17-290

APPROVING A PURCHASE ORDER RENEWAL BETWEEN THE CITY OF ROSEVILLE
AND MCFARLAND CASCADE HOLDINGS, INC.

WHEREAS, a purchase order renewal for pressure treated wood poles, between the City of Roseville and McFarland Cascade Holdings, Inc., has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order renewal is approved and the City Manager or his designee is additionally authorized to execute three optional one-year renewals of the purchase order provided that the applicable budget is approved by the City Council or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 8587
File #: 0203-01

Title: Public Safety Vehicle Parts and Services - Service Agreement
Contact: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 6.11.

RECOMMENDATION TO COUNCIL

Staff recommends City Council authorize a service agreement to Stommel, Inc. dba LEHR Auto Electric for vehicle parts and labor services to up-fit three new police vehicles utilizing Placer County's Contract BP022836. The estimated cost for parts and labor services will not exceed \$45,000.00. In addition, adopt a resolution authorizing the City Manager to sign the attached service agreement.

BACKGROUND

The Fleet Services Division will be utilizing Placer County's Contract BP022836 for LEHR Auto Electric parts and labor services in order to up-fit the recent purchase of three police vehicles. These parts and labor services were competitively bid in 2013 with an initial one year contract period with four optional one year renewals. The bid is currently in the fourth year of renewal.

The parts needed for each vehicle include, but are not limited to light bars, sirens, push bumpers, gun locks, flashing lights, decals, partitions, center-consoles, computer stands, wiring and mounting brackets.

FISCAL IMPACT

The total estimated cost for parts and labor services will not exceed \$45,000.00. Funding was included in the Auto Replacement Budget for FY2016-17 and will be rolled over into the FY2017-18 Auto Replacement Budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not Applicable

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Brian Craighead, Fleet Manager

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-291

Service Agreement S1708255

RESOLUTION NO. 17-291

APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND
STOMMEL, INC. DBA LEHR AUTO ELECTRIC, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1708255) for vehicle parts and labor services, between City of Roseville and Stommel, Inc. dba LEHR Auto Electric, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

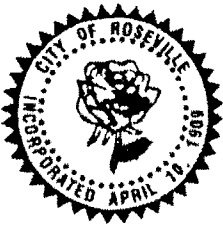
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1708255**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1715756 DATE: 6/8/17

SUBMIT ALL INVOICES TO:

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

Contractor No.: V00201
Telephone No.: 916-646-6626 Fax: 916-739-1496
Email address: steve@lehrauto.com
Contractor: LEHR AUTO & ELECTRIC
ATTN: STEVE ADAIR
4707 NORTHGATE BLVD.
SACRAMENTO, CA 95834

Department: POLICE

Acct. Code: 03322-6000

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	3/1/18	Approved by Risk Mgt.	PETER BREVIK

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
PROVIDE EQUIPMENT, SUPPLIES AND INSTALLATION SERVICES FOR POLICE VEHICLES UTILIZING PLACER COUNTY CONTRACT #BP022836 DATED 9/1/16 AND ATTACHED LEHR AUTHORIZATION LETTER DATED 6/6/17 CONFIRMING CONTRACT PRICING.

PLEASE CONTACT PETER BREVIK AT 916-746-1754 FOR QUESTIONS REGARDING THIS AGREEMENT.

The total cost of service listed is an approximate value only. The City does not guarantee whatsoever the actual value of this contract.

Total Cost of Service: \$ **45,000.00**

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

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

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: _____
SIGNATURE PRINT NAME TITLE

CONTRACTOR: _____
SIGNATURE PRINT NAME TITLE

By: _____
Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 8581

File #: 0203-13-01

Title: Asphalt Products (RFQ 01-3088) - Purchase Order Renewal

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

Meeting Date: 7/5/2017

Item #: 6.12.

RECOMMENDATION TO COUNCIL

Recommend Council authorize the renewal of purchase orders to Vulcan Materials Company as the lowest responsive bidder to RFQ 01-3088. The estimated annual cost is \$300,000.00 or not to exceed budgeted amounts.

BACKGROUND

The Public Works Street Maintenance Division has annual requirements for asphalt products for street patching throughout the City.

A bid was issued in May 2016 for asphalt products and allowed for optional renewal years with this being the first of four renewal years. Staff requests authorization to continue renewing the contract without further Council approvals until the contract expires or until City staff determines that continuing with the same vendor is not in the City's best interest.

FISCAL IMPACT

The estimated annual cost is \$300,000.00. Funding is included in the Public Works Street Maintenance Division's FY2017-18 Budget. Spending for future renewals will be contingent upon Council approval of budgets. Projected spending for the optional renewal years is as follows: FY2018-19, \$310,000.00; FY2019-20, \$320,000.00; FY2020-21, \$330,000.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b) (3)). The purchase of asphalt products does not include the potential for a significant

environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Tiffany Valdez, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-286

RESOLUTION NO. 17-286

APPROVING A PURCHASE ORDER BETWEEN THE CITY OF ROSEVILLE
AND VULCAN MATERIALS COMPANY

WHEREAS, a purchase order for asphalt products for street patching, between the City of Roseville and Vulcan Materials Company, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is approved and the City Manager or his designee is additionally authorized to execute three optional one-year renewals of the purchase order provided that the applicable budget is approved by the City Council or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 8625
File #: 0203-06

Title: Enterprise Asset Management Consulting Services - Service Agreement Amendment

Contact: Kevin Richey 916-774-5187 krichey@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 6.13.

RECOMMENDATION TO COUNCIL

Staff recommends City Council approve Amendment No. 1 to Service Agreement to the contract with Sixty Seven Solutions, Inc. to extend system operational support, administration, and continuous implementations for the City's Maximo EAM System to modify the amount from \$19,800 to \$219,800.00, and adopt a resolution authorizing the City Manager to execute it.

BACKGROUND

The Enterprise Asset Management (EAM) program has been under development for several years and is in its final stages of implementation. To best support the program and provide specialized technical skills, the Information Technology (IT) department released an Informal Request for Quotes (RFQ) in March 2017 to three certified IBM consultants. Three proposals were reviewed and interviews with the respective firms were performed. Sixty Seven Solutions was selected because their proposal best aligned with the business needs, were the lowest cost proposal, and were a local firm willing to work onsite with no additional travel expenses. Sixty Seven Solutions has made significant progress over the last two months resolving production support issues, improving system performance, and advancing project tasks. They have also provided valuable hands-on training, a necessary component to maintain the system long-term. Upon contract amendment Sixty Seven Solutions will continue to support IT and assist in rolling-out functionality to Environmental Utilities, Roseville Electric, and Fleet.

FISCAL IMPACT

The amendment increases the current agreement from \$19,800 to an amount not to exceed \$219,800. Funding will be provided from the EAM Project CIP Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

There is no economic development or job creation from this amendment.

ENVIRONMENTAL REVIEW

The services provided by Sixty Seven Solutions, Inc. are not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines 15378). Consequently no CEQA action is required.

Respectfully Submitted,

Kevin Richey, IT-Enterprise Solutions, Senior Business Systems Analyst

Hong Sae, Chief Information Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-318

Service Agreement

Scope of Work

RESOLUTION NO. 17-318

APPROVING SERVICE AGREEMENT AMENDMENT NO. 1 BETWEEN THE CITY OF ROSEVILLE AND SIXTY SEVEN SOLUTIONS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Service Agreement Amendment No. 1 (Service Agreement No. S1708232) to provide additional operational support, administration and implementation of the City's Maximo Enterprise Asset Management system, between the City of Roseville and Sixty Seven Solutions, Inc. has been prepared and reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

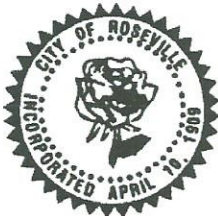
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

**SERVICE AGREEMENT
AMENDMENT**

SERVICE AGREEMENT No: S1708232
AMENDMENT No: 1

SERVICE LOCATION: CITY OF ROSEVILLE
AS DIRECTED

Contractor No.: V41359

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

Contractor License No.:
Business License No.:

Department: INTERNET TECHNOLOGY

Telephone No.: 916-539-0865 Fax:

Email address: kevinmwiley@gmail.com
Contractor: SIXTY SEVEN SOLUTIONS
ATTN: KEVIN WILEY
6940 COUNTRY COURT
GRANITE BAY, CA 95746

Acct. Code: 90001-6130/079005-30

Buyer: TIFFANY VALDEZ
Phone: 916-774-5708

Service Agreement Number S1708232 ("Agreement"), which was executed on, 4/25/17, is hereby modified as follows:

Select all provisions that apply:

- ☐ The Contractor name is hereby changed from _____ to _____
- ☒ The term of the Agreement is increased by one year and the expiration date of the Agreement is changed from 6/30/17 to 6/30/18.
- ☒ The Total Cost of Service payable under this Agreement is modified from \$19,800.00 to \$219,800.00. The purpose of this modification is to PROVIDE ADDITIONAL OPERATIONAL SUPPORT, ADMINISTRATION AND IMPLEMENTATIONS OF THE CITY'S MAXIMO ENTERPRISE ASSET MANAGEMENT SYSTEM IN ACCORDANCE WITH ATTACHED SIXTY SEVEN SOLUTIONS CITY OF ROSEVILLE MAXIMO EAM SUPPORT PROPOSAL DATED 6/12/17.

****THE TOTAL COST OF SERVICE ABOVE IS AN APPROXIMATE VALUE ONLY. THE CITY CANNOT GUARANTEE WHATSOEVER THE ACTUAL VALUE TO BE SPENT.**

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

CONTRACTOR:

By: Kevin Wiley (KEVIN WILEY)

Title: PRESIDENT

By: Kevin Wiley (KEVIN WILEY)

Title: CEO

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: _____
Rob Jensen
City Manager

Distribution: 1- Purchasing, 1 - Contractor, 1 - Originating Dept

SIXTY SEVEN SOLUTIONS

6940 COUNTRY CT, GRANITE BAY, CA 95746
(916) 539-0865



CITY OF ROSEVILLE MAXIMO EAM SUPPORT

June 12, 2017

Scope of Services

Provide operational support, administration and implementations of the city's Maximo enterprise asset management systems as directed by the City of Roseville (COR) Enterprise Asset Management Project Management Team (PM Team). Systems are defined as all production and non-production hosted and maintained within the city's IT network infrastructure. Specific scope as follows:

1. Evaluate, provide recommendations, draft documentation and implement enhancements related to the following technologies:
 - a. IFAS Integration with Maximo.
 - b. CIS Implementation and Integrations.
 - c. EU Implementation and Integrations.
 - d. Fleet Implementation and Integrations.
 - e. ERP Integration Design, Development and Implementation.
2. Assist COR's Maximo Technical team with system migrations, data loading, and documentation based on IBM's Maximo Best Practices.
3. Provide other General Support as follows:
 - a. Evaluate, provide recommendations, and implement IBM Fix Packs, Interim Fixes and upgrades to existing Maximo Add-ons.
 - b. Evaluate, provide recommendations, draft documentation and implement changes to improve system performance and align with Maximo system infrastructure best practices.
 - c. Evaluate, provide recommendations, draft documentation and implement other Maximo related development efforts as directed by the PM Team.
 - d. Provide Maximo support assistance and technical training as needed.

Compensation

Sixty Seven Solutions, Inc. will be compensated at a rate of \$110 per labor hour with an amount not to exceed \$200,000. An invoice of services will be submitted by Sixty Seven Solutions for the prior month's services. Payment of services will be due within 15 business days of the invoice date.



COUNCIL COMMUNICATION

CC #: 8600

File #: 0704

Title: Securing Facilities - Service Agreement Renewal
Contact: Dave Salter 916-746-1783 dsalter@roseville.ca.uss

Meeting Date: 7/5/2017

Item #: 6.14.

RECOMMENDATION TO COUNCIL

Recommend Council adopt a resolution authorizing the City Manager to execute a renewal for the Service Agreement between the City of Roseville and Lyon's Security Services Inc. for the purpose of locking facility restrooms and performing basic inspection services throughout the City's park system. This represents the first of four available renewals. Staff also requests authorization to continue renewing the contract without further Council approval and authorizing the City Manager to sign the remaining agreement renewals pending Council approval of budgets for that year. The cost of this service for FY2017/18 is a not to exceed amount of \$40,000.00.

BACKGROUND

The Parks Operations Division currently oversees 74 parks facilities, 25 of which contain restroom and/or gates which require securing on a nightly basis. Locking these facilities enhances safety and aesthetic value to the residents by preventing graffiti and vandalism thereby reducing costs and liability to the City.

A bid was first awarded in March of 2016. The services provided by Lyon's Security Services Inc, have been satisfactory and in accordance with the terms and conditions of the bid. This will represent the first of up to four (4), one (1) year extensions.

FISCAL IMPACT

The cost of this annual contract is \$33,504.00 with a proposed contingency of \$6,496.00 for additional service, for a not to exceed amount of \$40,000.00. The funding sources are a combination of General Fund and Community Facility Districts for Services and included in the approved FY2017/18 Parks, Recreation & Libraries budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The restroom locking project is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Dave Salter, Parks Supervisor

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-297

Service Agreement

RESOLUTION NO. 17-297

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

WHEREAS, a Service Agreement Renewal (Service Agreement No. S1804056) for security services, between City of Roseville and Lyons Security Service, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute three additional one year renewals of the service agreement provided that its respective budget is approved by the City Council, or until City staff determine that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1804056**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: Renewal DATE: 6/7/17

SUBMIT ALL INVOICES TO:

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

Contractor No.: V20541
Telephone No.: 916-925-9667 Fax:
Email address: robin@lyonssecurityinc.com
Contractor: LYONS SECURITY SERVICE, INC.
ATTN: KATHLEEN GUIDICE
2582 N. SANTIAGO BLVD.
ORANGE, CA 92867

Department: PARK MAINTENANCE

Acct. Code: 08555-5100
00776-5341
00775-5341

Buyer: BECKY PHILIPP
Phone: 916-774-5724

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/1/17	NET 30	6/30/18	Approved by Risk Mgt.	PATRICK DALY

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
VENDOR SHALL PROVIDE SECURITY AND WILL BE RESPONSIBLE TO LOCK RESTROOMS LOCATED THROUGHOUT THE CITY OF ROSEVILLE PARKS IN ACCORDANCE WITH ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF RFP 13-036.

PLEASE CONTACT PATRICK DALY AT 916-774-5764 FOR QUESTIONS REGARDING THIS CONTRACT

*PROPER INSURANCE MUST BE IN PLACE BEFORE SERVICE CAN BEGIN.

The total cost of service below is an approximate value only. The City does not guarantee whatsoever the actual value of this contract.

Total Cost of Service: \$ **40,000.00**

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

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

Business License No.: 12687 Contractor License No.: NA DIR Registration No.: NA

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: Kathleen Guidice Kathleen Guidice President
SIGNATURE PRINT NAME TITLE

CONTRACTOR: _____
SIGNATURE PRINT NAME TITLE

By: _____
Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 8592
File #: 0800-02

Title: Effluent Toxicity Testing and Studies - Service Agreement Renewal
Contact: Raji Subramanian 916-746-1885 rsubramanian@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 6.15.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a sole source service agreement, including four optional one-year renewals authorized by staff, with Aqua-Science for Effluent toxicity testing and studies prescribed by Dry Creek and Pleasant Grove Wastewater Treatment Plants' National Pollutant Discharge Elimination System (NPDES) Permits. The total annual cost of service is estimated to be \$65,000.00. Funding is included in the Environmental Utilities Department's Water Quality Laboratory Operations budget.

BACKGROUND

The City of Roseville's Dry Creek Wastewater Treatment Plant (DCWWTP) and Pleasant Grove Wastewater Treatment Plant (PGWWTP) are regulated by the Central Valley Regional Water Quality Control Board through the issuance of NPDES permits. The current permits became effective in May 2014 and expire in April 2019. These permits include individual pollutant limits and mandated sampling/monitoring criteria.

The City is required to conduct quarterly chronic toxicity testing. If the numeric monitoring trigger of 1 toxicity unit (TUc) is exceeded during regular quarterly chronic toxicity, then within 14 days of notification by the laboratory of the test results, testing must be accelerated to four chronic toxicity tests within a 6-week period.

If the numeric monitory trigger of 1TUc is exceeded during any tests performed during the accelerated period, a Toxicity Reduction Evaluation (TRE) Action Plan followed by a Work Plan must be submitted to the Regional Board for approval. The overall objectives of a TRE are to: Evaluate the operation and performance of the discharger to identify and correct treatment deficiencies causing effluent toxicity; Identify the toxic compounds causing effluent toxicity; Trace the effluent toxicants and/or toxicity to their sources; and Evaluate, select and implement toxicity reduction methods and technologies to control effluent toxicity.

Determining the cause of the toxicity can be a lengthy and expensive process. Frequently the costs will exceed \$200,000 dollars and the toxicant is never identified. Time and expense can be limited if the analytical laboratory has the ability to expedite the identification of a toxicant or in

many instances rule out whole classes of pollutants.

Aqua-Science has been conducting acute and chronic toxicity testing and TREs for the past 20 years. They have a reputation for producing high quality data and innovative approaches. Aqua-Science is within driving distance and has the capability of quickly identifying algal toxicity due to certain herbicide toxicity. This ability could considerably reduce the City's costs if a TRE is required. Additionally, Aqua-Science understands the urgency and has the expertise to quickly identify or rule out toxicants or pollutants which can result in further cost savings.

The City has previously used Aqua-Science through an RFQ which is now expired, therefore staff recommends awarding a sole source service agreement to Aqua-Science because of their ability to expedite toxicity identification which could result in significant cost savings.

FISCAL IMPACT

The estimated annual cost of service is \$65,000.00 and funding is included in the Environmental Utilities Department's Operations Budget for the Water Quality Laboratory FY2017/18 budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Raji Subramanian, Environmental Utilities Compliance Administrator

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-292

Service Agreement

RESOLUTION NO. 17-292

APPROVING A SERVICE AGREEMENT RENEWAL BETWEEN THE CITY OF
ROSEVILLE AND AQUA SCIENCE, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Service Agreement Renewal (Service Agreement No. S1803162) to provide lab testing services, between the City of Roseville and Aqua Science, has been prepared and reviewed by the Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is additionally authorized to execute four optional one-year renewals provided that the applicable budget is approved by the City Council or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

SERVICE AGREEMENT

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

SERVICE AGREEMENT

No: **S1803162**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: RENEWAL DATE: 5/31/17

SUBMIT ALL INVOICES TO:

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

Contractor No.: V28419
Telephone No.: (530)753-5456 Fax:
Email address: aquasci@aol.com
Contractor: AQUA SCIENCE
ATTN: JEFF MILLER
630 CANTRILL DRIVE
DAVIS, CA 95618

Department: ENVIRONMENTAL UTILITIES

Acct. Code: 08426-5101

Buyer: BABETTE OWENS
Phone: (916)774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
7/1/17	NET 30	6/30/18	Approved by Risk Mgt.	Raji Subramanian

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
THE VENDOR SHALL PROVIDE LAB TESTING SERVICES FOR THE ENVIRONMENTAL UTILITIES DEPARTMENT IN
ACCORDANCE WITH THE ATTACHED AQUA SCIENCE COST QUOTE DATED 3/15/17.

PLEASE CONTACT RAJI SUBRAMANIAN AT (916)746-1885 FOR QUESTIONS REGARDING THIS AGREEMENT.

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

Total Cost of Service: \$ **65,000.00**

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

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

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

☐ SOLE PROPRIETOR

☒ PARTNERSHIP

☐ CORPORATION

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Consultant shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Consultant's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Consultant is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to.
- 10a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Consultant shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultant's work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and subconsultants.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Consultant shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor" and "Consultant" are used interchangeably.
18. If the project referenced on this service agreement is a Public Works project, then the following shall apply. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

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



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENTS OVER \$21,745 OR INVOLVING HIGH RISK ACTIVITIES

General - Required Coverage/Documentation

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

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

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

Insurance Submission Process

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

How It Works

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

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



Environmental Toxicology Specialists

630 Contrill Drive, Davis, CA 95618

(530) 753-5456 • Fax (530) 753-6001 • aquasci@aol.com

COST QUOTE

Client: City of Roseville Dry Creek and Pleasant Grove WWTP

1800 Booth Rd
Roseville, CA 95747

Contact: Rajalakshmi Subramanian

Phone: (916) 746-1876

E-mail: RSubramanian@roseville.ca.us

Project Type: Quarterly Chronic Toxicity Testing

Quote Date: 4/14/17

Valid: 6/2017 - 6/2018

Schedule: Sample Collection: By client
Sample Delivery: By client
Duration: 7 days
Verbal Results: 72 hours after completion of testing
Report: 14 days after completion of testing

No.	Description of Work	Unit (\$)	Total (\$)
Chronic 3-Species Compliance Testing			
4	6/2017-6/2018: Quarterly 3-Species Effluent Toxicity Testing for Dry Creek Includes: Control & 5 concentrations, equipment blank, antibiotic treatment in <i>C. dubia</i> test, and concurrent reference toxicant test (shared with Pleasant Grove).	6,085	24,340
4	6/2017-6/2018: Quarterly 3-Species Effluent Toxicity Testing for Pleasant Grove Includes: Control & 5 concentrations, equipment blank, antibiotic treatment in <i>C. dubia</i> test, and concurrent reference toxicant test (shared with Dry Creek).	6,085	24,340
Subtotal			\$ 48,680
Note: Cost assumes that both WWTPs conduct testing concurrently			
<u>Chronic Accelerated Monitoring/Retests</u>			
4	<u>C. dubia Survival and Reproduction Test with Effluent</u> Includes: Control & 5 concentrations and concurrent reference toxicant test	2,550	10,200
4	<u>Fathead Minnow Survival and Growth Test with Effluent</u> Includes: Control & 5 concentrations and concurrent reference toxicant test	2,550	10,200
4	<u>Algae Cell Growth Test with Effluent</u> Includes: Control & 5 concentrations and concurrent reference toxicant test	1,950	7,800
4	<u>Acute Rainbow Trout Survival Toxicity Test with Effluent</u> Lab Control and 100% Effluent	800	3,200
<u>DMRQA Testing Requirements (per year)</u>			\$ 1,000

City of Roseville 5-Year Projected Toxicity Testing Costs

	Jun-2017	Jun-2018	Jun-2019	Jun-2020	Jun-2021
Chronic 3-Species: PG	\$ 6,085	\$ 6,385	\$ 6,385	\$ 6,700	\$ 6,700
Chronic 3-Species: DC	\$ 6,085	\$ 6,385	\$ 6,385	\$ 6,700	\$ 6,700
	\$ 12,170	\$ 12,770	\$ 12,770	\$ 13,400	\$ 13,400
Quarterly	4	4	4	4	4
	\$ 48,680	\$ 51,080	\$ 51,080	\$ 53,600	\$ 53,600
<u>Accelerated Monitoring/Retest (does not include equipment blanks or antibiotic treatment)</u>					
C. dubia (effluent)	\$ 1,450	\$ 1,500	\$ 1,500	\$ 1,575	\$ 1,575
C. dubia (ref tox)	\$ 1,100	\$ 1,155	\$ 1,155	\$ 1,215	\$ 1,215
	\$ 2,550	\$ 2,655	\$ 2,655	\$ 2,790	\$ 2,790
4 tests required	4	4	4	4	4
	\$ 10,200	\$ 10,620	\$ 10,620	\$ 11,160	\$ 11,160
Fathead minnow (effluent)	\$ 1,450	\$ 1,500	\$ 1,500	\$ 1,575	\$ 1,575
Fathead minnow (ref tox)	\$ 1,100	\$ 1,155	\$ 1,155	\$ 1,215	\$ 1,215
	\$ 2,550	\$ 2,655	\$ 2,655	\$ 2,790	\$ 2,790
4 tests required	4	4	4	4	4
	\$ 10,200	\$ 10,620	\$ 10,620	\$ 11,160	\$ 11,160
Algae (effluent)	\$ 1,200	\$ 1,250	\$ 1,250	\$ 1,315	\$ 1,315
Algae (ref tox)	\$ 750	\$ 785	\$ 785	\$ 825	\$ 825
	\$ 1,950	\$ 2,035	\$ 2,035	\$ 2,140	\$ 2,140
4 tests required	4	4	4	4	4
	\$ 7,800	\$ 8,140	\$ 8,140	\$ 8,560	\$ 8,560
Acute Rainbow Trout	\$ 800	\$ 840	\$ 840	\$ 885	\$ 885

DMRQA



Attached is a copy of a service agreement for your review and acceptance. Please review the company name, address, and contact information and notify me via email if any corrections need to be made. I will update the agreement prior to you signing the document.

Sign the agreement using the below signature guidelines. Alterations or modifications to the agreement are not allowed. Mail **two signed original** copies of the agreement to the address noted below. Faxes, photocopies, and electronic transmittals will not be accepted. Upon receipt of all necessary documents and City Council approval, the City will sign the agreements and return a fully executed original copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the service agreement. Work must not begin until the contract has been fully executed.

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

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

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

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

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

Insurance requirements:

The City's insurance requirements are referenced on Attachment A in this service agreement packet. The service agreement will not be considered active or valid until the necessary insurance documents have been received by Roseville's insurance compliance contractor, EBIX. Please contact EBIX customer service at (951) 652-4239 or roseville@ebix.com for any insurance related questions.

**Service Agreement Return Address:
Purchasing, Babette Owens
2005 Hilltop Circle
Roseville, CA 95747-9704**



COUNCIL COMMUNICATION

CC #: 8590
File #: 0203-09

Title: Dry Creek Wastewater Treatment Plant Submersible Pumps - Purchase Order
Contact: Todd Jordan 916-746-1829 tjordan@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 6.16.

RECOMMENDATION TO COUNCIL

Authorize a purchase order to Xylem Water Solutions USA Flygt Products for the sole source purchase of two submersible pumps for the Dry Creek Wastewater Treatment Plant. The total cost of the pumps is \$55,647.72 (includes tax and shipping).

BACKGROUND

Two submersible pumps at the Dry Creek Wastewater Treatment Plant have reached the end of their useful life and require replacement. The first is a mixed liquor return pump located in the aeration basins which are essential to removing biological organics, ammonia, and nitrates. Mixed liquor return pumps are the heart of the internal recycle system, which maintains the efficiency and reliability of the process. The basins are vital for the plant to maintain compliance with the plant's National Pollutant Discharge Elimination System permit.

The second is a filter backwash return pump. The tertiary filters are backwashed to dislodge solids entrapped in the media. Dirty water from the backwash cycle is conveyed to a holding pond. Backwash return pumps transfer the dirty water to the front of the plant for treatment.

The City has standardized on Flygt pumps for the mixed liquor system and for the backwash return pump stations. Each pump will be replaced in kind with units from Flygt.

FISCAL IMPACT

The total cost of this project is \$55,647.72. Funding is included in the Wastewater Operations Budget (08422).

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Todd Jordan, Senior Engineer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Submersible Pump Quote



Peter V. Galati II
Sales Representative

**Xylem Water Solutions
USA, Inc. - Flygt Products**
790-A Chadbourne Road
Fairfield, CA 94534
Tel 707 422 9894 x 615
Fax 707 422 9808
pete.galati@xyleminc.com

May 8, 2014

Mr. Steve Bizallion
City of Roseville – Dry Creek WWTP
1800 Booth Road
Roseville, CA 95747

SUBJECT: FLYGT FACTORY AUTHORIZED SERVICE CENTER

Mr. Bizallion,


This letter is to inform you that Xylem Water Solutions USA, Inc. – Flygt Products does business in Northern California and Western Nevada through a direct sales branch facility. Sales and service of Flygt Equipment is handled through the company's branch office located in Fairfield, CA.

Your decision to utilize Flygt's branch facility in Fairfield insures that you get the best price possible for pumps, parts and service without the additional mark up by a middle man. Further, all repairs performed by Flygt's Fairfield facility are performed by factory trained technicians, utilizing genuine Flygt parts and are backed by a 1 year factory warranty.

You can rest assured that your Flygt Pumps will get the kind of service that only the factory can perform.

If you have any further questions or concerns regarding Flygt Equipment or service, please feel free to contact me directly.

Sincerely,
Xylem Water Solutions USA, Inc. – Flygt Products



Peter V. Galati II
Sales Representative





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

May 9, 2017

CITY OF ROSEVILLE
311 VERNON ST
ROSEVILLE CA 95678

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

Quote # 2017-FFB-0282

Re: City of Roseville Dry Creek WWTP Replacement Mixed Liquor Pump

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

Equipment

Qty	Description
1	Flygt Model NP-3202.095 12" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 35 HP 1150 RPM motor, 619 impeller, 1 x 50 Ft. length of SUBCAB 4G10+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve

Total Project Price \$ 31,969.80

Freight Charge \$ 799.00

Total Project Price \$ 32,768.80

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

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

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2010)
See Freight Payment (Delivery Terms) below.

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

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

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

Terms & Conditions: Attached please find our Standard Terms & Conditions of Sale that apply to this order.

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

Time of delivery: Approximately 10 working weeks after approval of order and receipt of signed Purchase Order or attached Customer Acceptance Form.

Terms of delivery: PP/Add Order Position

Terms of payment: Net 30 Standard

Exclusions: This Quote includes only the items listed specified above.

Validity: This Quote will expire in ninety (90) days unless extended in writing by Xylem Water Solutions USA, Inc.

Changes: This Quote is based on the current design criteria provided to Xylem Water Solutions USA, Inc.
Revisions may result in price changes.





Xylem Water Solutions USA, Inc.
Flygt Products

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

Sincerely,

Peter V. Galati II
Sales Representative
Phone: 707/430-0166
Cell: 916/804-8899
pete.galati@xyleminc.com
Fax: 707-422-9808

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

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

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

Quote #: 2017-FFB-0282
Customer Name: CITY OF ROSEVILLE
Job Name: Dry Creek WWTP Replacement Mixed Liquor Pump
Total Amount: \$ 31,969.80 (excluding freight)

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





Xylem Water Solutions USA, Inc.
Flygt Products

March 10, 2017

CITY OF ROSEVILLE
ENVIRONMENTAL UTILITIES
1800 BOOTH RD
ROSEVILLE CA 95747

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

Quote # 2017-FFB-0154
Re:City of Roseville Replacement quote

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

Parts

Qty	Part Number	Description	Unit Price	Extended Price
1	3152.091-1812	Flygt Model CP-3152.091 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 20 HP 1750 RPM motor, 436 impeller, 1 x 50 Ft. length of SUBCAB 6AWG/3-2-1-GC submersible cable, FLS leakage detector, volute is prepared for Flush Valve, Explosion proof	\$ 18,637.38	\$ 18,637.38

Total Project Price **\$ 18,637.38**

Freight Charge **\$ 446.00**

Total Project Price **\$ 19,083.38**

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

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

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per Incoterms 2010)
See Freight Payment (Delivery Terms) below.

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

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

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the





jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Terms & Conditions: Attached please find our Standard Terms & Conditions of Sale that apply to this order.

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

Time of delivery: Approximately 7-9 working weeks after approval of order and receipt of signed Purchase Order or attached Customer Acceptance Form.

Terms of delivery: PP/Add Order Position

Terms of Payment: 90% Net 45 days, 10% Net 120 days.

Exclusions: This Quote includes only the items listed specified above.

Validity: This Quote will expire in ninety (90) days unless extended in writing by Xylem Water Solutions USA, Inc..

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

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

Sincerely,

Peter V. Galati II
Sales Representative
Phone: 707/430-0166
Cell: 916/804-8899
pete.galati@xyleminc.com

Derek Dusome
Inside Sales Engineer
Phone: 951-332-3702
derek.dusome@xyleminc.com

Xylem Water Solutions USA, Inc.
Flygt Products

Fax: 707-422-9808



Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

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

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

Quote #: 2017-FFB-0154
Customer Name: CITY OF ROSEVILLE
Job Name: Replacement quote
Total Amount: \$ 18,637.38
(excluding freight)

Signature: _____

Name: _____

(PLEASE PRINT)

Company/Utility: _____

PO: _____

Address: _____

Date: _____

Phone: _____

Email: _____

Fax: _____





COUNCIL COMMUNICATION

CC #: 8589
File #: 0203-09

Title: Dry Creek Wastewater Treatment Plant Polymer Blending Unit - Purchase Order
Contact: Todd Jordan 916-746-1829 tjordan@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 6.17.

RECOMMENDATION TO COUNCIL

Authorize a purchase order to VeloDyne for the sole source purchase of two polymer blending units for the Dry Creek Wastewater Treatment Plant. The total cost of the units is \$45,065.00 (includes tax and shipping).

BACKGROUND

Sludge hauling and disposal costs represent significant portion of the wastewater treatment plant operating budget. An optimized sludge dewatering system offers the best opportunity for cost minimization. Water removed from the sludge results in lower hauling and disposal fees due to reduced weight. To enhance dewatering ability of sludge, liquid polymer is added to it during dewatering operations. The quality of the liquid polymer is essential to optimizing the dewatering process.

Polymer blending units combine polymer and dilution water into a liquid solution. The quality of the mixing directly relates to the activation of the polymer. As the activation increases, so too does the dewaterability of the sludge.

The VeloDyne was previously piloted and staff found that the polymer activation increased compared to the existing units. Staff also determined that the VeloDyne system requires significantly less maintenance, too.

One of the three original polymer blending units previously reached the end of its useful life and was replaced with a VeloDyne system. The unit continues to out-perform the original equipment. Because of its reliability and minimal maintenance, staff decided to standardize on the VeloDyne system for future unit replacements.

The two units as part of the requested sole-source purchase order will replace the other two existing units that have reached the end of their useful life.

FISCAL IMPACT

The total cost of this project is \$55,647.72. Funding is included in the Wastewater Operations Budget (08422).

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Todd Jordan, Senior Engineer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Polymer Blending Unit Quote



Proposal

Date of Proposal: April 21, 2017

Proposal #: VR17-0388

Revision: 0

Proposal For: End User / Customer

Project: Roseville, CA – Dry Creek WWTP

Equipment: VeloBlend Liquid Polymer Activation System

Represented By:

Jim Zaiser
JBI Water & Wastewater Equipment
Cell: (916) 933-5500
jimzaiser@jbiwater.com

VeloDyne Contact Information:

Application Engineer: James Bliven
VeloDyne
Louisville, CO 80027
Phone: (303) 530-3298 (226)
Direct: (720) 253-1796
jbliven@velodynesystems.com

Sales Manager: Vincent Rada
Phone: (303) 530-3298 (238)
Direct: (720) 253-1791
vrada@velodynesystems.com



PROPOSED SCOPE OF SUPPLY

Bid Type: Per customer's request..

VeloDyne is pleased to offer the following proposal for the liquid polymer blending equipment, including options and accessories as indicated below.

QTY.	DESCRIPTION
2	<u>VeloBlend Model VM-10P-2400-Rp-1-A-2 Liquid Polymer Blending System</u> Polymer Flow Range: 0.5 to 10.0 GPH Dilution Water Flow: 4 to 40 GPM <u>Each unit shall include the following unless otherwise indicated:</u>
1	Polymer Mixing Chamber: <ul style="list-style-type: none">A. Series: VeloBlend VMB. Type: Staged Hydro-MechanicalC. Mixer Motor: ½ HP, 90 VDC, 1750 RPM, Wash-down dutyD. Mixer Shaft Seal: Mechanical with seal flushing assemblyE. VeloCheck™ Neat Polymer Check Valve with Quick Release PinF. Construction:<ul style="list-style-type: none">1. Body: Stainless steel2. Impeller: Stainless steel3. Mechanical Seal: Ceramic, Carbon, Stainless steel, Viton4. Cover: Clear polycarbonate with stainless steel reinforced flange & dischargeG. Pressure Rating: 100 psiH. Pressure Relief Valve: Brass
1	Neat Polymer Metering Pump Assembly: <ul style="list-style-type: none">A. PVC FNPT union style polymer inletB. Type: Progressive Cavity typeC. Motor: ½ HP, 1750 RPM, 90 VDC, Wash-down duty motor with gear reducerD. Loss of polymer flow sensorE. Metering pump calibration assembly with isolation valves: 1000 mlF. Plumbing: SCH. 80 PVC
1	Dilution Water Inlet Assembly shall be provided, including the following: <ul style="list-style-type: none">A. Stainless steel FNPT water inlet connectionB. Dilution water ON/OFF solenoid valveC. Control Valve: Linear Actuated Automatic Flow Control ValveD. Primary dilution water flow meter type: Paddle MeterE. 0-160 psi inlet water pressure gauge (stainless steel, liquid filled)F. Plumbing – SCH. 80 PVC
1	Solution Discharge Assembly: <ul style="list-style-type: none">A. Stainless steel FNPT solution discharge connectionB. 0-160 psi solution discharge pressure gauge (stainless steel, liquid filled)C. Plumbing – SCH. 80 PVC

- 1 Control Panel:
- A. Enclosure: NEMA 4X FRP
 - B. Power:
 - 1. Required: 120 VAC, 60 Hz., 1 PH
 - 2. Disconnect: 10' power cord with 120VAC plug
 - C. Controller: VeloDyne
 - D. Operator Interface: 6" Color TFT
 - E. Motor controllers:
 - 1. Mixing Chamber
 - 2. Neat polymer metering pump
 - F. Miscellaneous:
 - 1. Control circuit protection
 - 2. Control relays
 - 3. Power supplies
 - 4. Grounding blocks
 - 5. Numbers terminal blocks
 - 6. Wire labels, shrink-tube type
 - 7. Cabling
 - G. Description:
 - 1. The control system shall be designed to precisely control dilution water flow in proportion to polymer flow (polymer master) based on an operator input of desired solution concentration. The controller shall have two (2) modes of operation:
 - a. Manual Mode: Operator sets pump rate and water rate manually by increase and decrease push buttons on controller face.
 - b. Proportional Auto Mode: Operator sets desired solution concentration. Metering pump follows 4-20mA pump pacing input signal. Water rate is controlled to maintained desired solution concentration (i.e. for in-line applications where process flow fluctuates).
 - 2. .
 - H. Operator Interface Functions:
 - 1. System ON/OFF
 - 2. Mode (change mode, select mode):
 - a. Manual Mode
 - b. Proportional Auto Mode
 - 3. Set % Solution (proportional modes only)
 - 4. Set Poly Rate (manual mode only)
 - 5. Set Water Rate (manual and remote auto modes)
 - 6. Polymer Pump Calibrated Value Input
 - I. Operator Interface Display:
 - 1. Pump Rate
 - 2. Water Rate
 - 3. Solution Concentration
 - 4. Status / Alarm Indicators:
 - a. Low Water Flow Alarm
 - b. Low Polymer Flow Alarm
 - 5. Mode Select
 - 6. Calibration Mode
 - J. Inputs (signals by others):
 - 1. Remote Start / Stop (discrete dry contact)
 - 2. Pacing Signal Based on Process Flow (4-20mA)
 - K. Outputs:
 - 1. System Running (discrete dry contact)
 - 2. Remote Mode (discrete dry contact)
 - 3. Common Alarm (discrete dry contact)
 - 4. Polymer Pump Rate (4-20mA)
 - L. Special Functions / Features:
 - 1. Proportional control of water to polymer flow (ratio control) as outlined above
 - 2. Programmable auto flush – keeps water control valve open for programmable amount of time when unit is shut-off.
 - 3. Polymer pump rate input for calibration.

- 1 System Skid:
 - A. Frame: 304 stainless steel, open frame design for access to all components
 - B. Fasteners: 304 SS
 - C. Designed for bolt-down
- 1 Engineering & Documentation:
 - A. Submittals for approval (electronic version in PDF & hard copies, if applicable)
 1. Detailed scope of supply
 2. Mechanical drawings (solids models in shaded isometric and wire orthogonal views)
 3. Mechanical component data sheets annotated for specific models, features, etc.
 4. Pump performance curves
 5. Electrical schematics with interconnecting layout
 6. Process & Instrumentation Drawings
 7. Process description
 8. Electrical component data sheets annotated for specific models, features, etc.
 - B. O&M Manuals for approval (electronic version in PDF & hard copies)
- 1 Start-Up / Field Services:
 - A. Provided by factory authorized technician.
 - B. Factory Start-Up & Field Services:
 1. Number of Trips: One (1) Trip
 2. Number of Days (total on site): One (1) Day

Note: a minimum of four (4) weeks' notice required for domestic orders prior to factory services being scheduled

Clarifications:

1. This proposal shall become part of the final purchase order documents.
2. Any equipment or appurtenances not specifically listed in the scope of supply shall be provided by others.
3. VeloDyne has proposed its standard equipment as detailed above, modified only to the extent to meet the intent of the project requirements.
4. Where there are contradictions between project specifications and drawings or omissions, VeloDyne is providing our best interpretation of the intent of the design as detailed in our scope of supply.
5. Unless otherwise indicated above, standard submittals and O&M manuals are included herein.
6. This proposal is based on equipment delivery within one year of date of customer's purchase order.
7. Unless otherwise indicated above, the following are not included in this proposal: Installation. Chemicals. Interconnecting wiring, conduit, piping and valves. Anchor bolts. Field Painting. Taxes. Tariffs. Duties. Bonds.

Commercial Terms Summary (see complete terms & conditions attached):

1. Price Valid For 90 Days
2. Payment Terms: Net 30
3. Freight: FOB factory, full freight allowed
4. *Submittals: 4-6 weeks after acceptance of order
5. *Shipment: 4-6 weeks after acceptance of order or customer's written approval and release for production

** Note: lead times are estimates based on the current engineering and production work load at the time of bid. Actual lead times may vary based on the workloads at the time of order and release for production – consult factory at time for order and release for production to confirm lead times.*

Net Equipment Selling Price: \$ 39,215

Tax(7.5%):	\$ 2,940
Field Services:	\$ 2,010
Estimated Freight:	\$ 900

Estimated Total Price: \$ 45,065

VELOCITYNE STANDARD TERMS & CONDITIONS OF SALE

All orders placed with Velocity Dynamics, LLC, d/b/a VeloDyne (the "Company" or "Seller"), if accepted, shall be accepted subject to VeloDyne Standard Terms and Conditions of Sale ("Terms and Conditions") as set forth below and incorporated by reference into the Purchase Contract:

1. **CONTRACT; OFFER AND ACCEPTANCE.** These Terms and Conditions, together with the product descriptions, prices and other terms appearing on the face hereof or in a separate document submitted to you, (collectively, "our Quotation"), as such may result in a final Purchase Contract between us (all such documents collectively referred to as the "Contract"), shall constitute the only terms and conditions of our offer. If our Quotation is submitted in response to an offer made by you, whether your offer is in the form of a request for proposal or otherwise, our Quotation is expressly conditioned on your acceptance of these Terms and Conditions, which are incorporated into any offer, acceptance, response, acknowledgment, invoice, amendment and/or any other document issued by you or the Company in connection with your Order (the "Contract" or "Contract Documents"), and any reference thereto shall include these Terms and Conditions. No waiver, alteration, or modification of these Terms and Conditions shall be valid unless expressly agreed to in writing by the Company. In any event, we object to all additional or conflicting terms and conditions that may appear in your order or other form of acceptance you may submit to us in response to our Quotation. The Company shall supply to Purchaser the equipment and parts (the "Products") in accordance with the design, manufacturing and performance specifications set forth in the Company's Quote and incorporated in the Purchase Contract (including these Terms and Conditions). No representation, promise or warranty of any kind has been made by us except as set forth in the Contract, which conclusively supersedes all prior writings, representations and negotiations with respect thereto. The Company has no obligation to furnish other equipment, materials or services that may be shown in any plans and/or specifications except for those goods actually ordered by you for a project to which the goods ordered herein pertain.

2. **PRICES.** Unless otherwise noted in the Contract, prices are net Ex-Works our facility and firm for 30 days. **Prices do not include:** freight; permitting, licensing and/or export fees; labor charges; storage fees; or taxes. If you require the Company's assistance for installation or set-up, we will invoice you at standard rates (please contact us for current pricing). Regarding taxes as set forth below, you will either (i) pay to the appropriate authority all applicable taxes and other government charges upon the production, sale, shipment or use of the goods and provide us with proof of payment; or (ii) provide us with a tax exemption certificate from the appropriate taxing authorities. You agree to provide us with written proof of payment of taxes (or exemption therefrom) within ninety (90) calendar days of your receipt of the goods. Time is of the essence.

3. **CREDIT AND PAYMENT.** Unless otherwise stated in the Contract, payment terms are net 30 days from the date of our invoice(s). Any payment outstanding beyond sixty (60) calendar days from the date of any Company invoice shall be subject to a late payment charge on the overdue balance in the amount of 1.5% per month calculated on the outstanding payment amount (or such lesser amount as is the maximum rate of interest allowed by law). Purchaser shall be responsible for all reasonable costs (including attorney's fees) incurred by the Company while collecting any delinquent balance. For international shipments, payment terms are cash only (unless otherwise approved in writing by us). The Company may decline to deliver except for cash, or stop goods in transit, should we develop any reasonable doubt as to Purchaser's financial responsibility. Pro-rata payments shall become due with partial shipments. If Purchaser is responsible for any delay in shipment: (a) the Company may treat the date of completion of goods as the date of shipment for purposes of invoice and payment, (b) completed goods shall be held at Purchaser's cost and risk; and (c) Purchaser shall be responsible for reasonable storage and insurance expenses, with storage fees accruing at a rate of two percent (2%) of the Purchase Price per month or \$500 per

month, whichever is greater, beginning on the first day of the first calendar month following the date the equipment was scheduled to ship. If retainages are accepted by the Company, the retainage shall be based on an agreed upon percentage of the total invoice amount. Unless otherwise agreed in writing, (a) retainage will not be held for more than 180 calendar days from the date of shipment and (b) no retainage will be imposed for approval of shop drawings, O&M manuals or any other documentation.

4. DELIVERY AND ACCEPTANCE OF PRODUCTS; TRANSFER OF TITLE.

(A) **Products to be Used in the United States.** Seller will deliver Products manufactured and to be used by Purchaser in the United States Ex-Works at our facility ("Shipping Point") Incoterms 2010, or in such other manner as may be mutually agreed to by us and set forth in separate Shipping Terms under the Contract. On all shipments marked "Ex-Works (or EXW) Shipping Point," the Company shall make the Products available to Purchaser at the Company's facility, which shall constitute delivery, and Purchaser shall bear all costs and risks of moving the Products from our facility to Purchaser's destination. Any claim for loss or damages in transit must be entered with the freight carrier and prosecuted by you.

(B) **Products to be Used Outside of the United States.** Seller will deliver all Products to be used by Purchaser outside of the United States "FAS (Free Alongside Ship) Named Port of Shipment" ("Shipping Point") Incoterms 2010, which means the Company will deliver the Products to the designated port, origin point or designated freight forwarder, with Purchaser bearing all costs and risk of loss or damage from the origin point to Purchaser's destination point outside of the United States. Purchaser shall be responsible for payment of all sales and use taxes, or to recover such taxes through appropriate procedures and documentation under applicable law.

(C) **Shipping.** Goods will be boxed or crated as Seller may deem proper for protection against normal handling, and extra charge will be made for preservation, waterproofing or similar added protection of goods. Routing and manner of shipment will be at Seller's discretion, and may be insured at Purchaser's expense, value to be stated at order price.

(D) **Delivery, Shipment & Installation Dates.** Delivery, shipment and installation dates are estimates only, not guarantees, and unless otherwise specified, are calculated from the date of Seller's receipt of complete technical data and approved drawings as such may be necessary to fulfill the Contract. In estimating such dates, no allowance has been made, nor shall we be liable directly or indirectly, for delays of third-party vendors, carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of government affecting us directly or indirectly, bad weather, or any cause beyond our control or causes designated as Acts of God or forced by any court of law, and the estimated delivery date shall be extended accordingly without penalty to the Company. We will not be liable for any damages or penalties whatsoever, whether direct, indirect, special or consequential, liquidated or otherwise, resulting from our failure to perform or delay in performing. Overtime and other expenses incurred to hasten delivery at Purchaser's request shall be added to the quoted prices and charged to and paid for by Purchaser. Shipment of goods ready for delivery can be deferred beyond the date for delivery on with Seller's written consent.

(E) **Delivery Terms.** Seller's obligation to deliver the goods shall be fulfilled when we have delivered the same in good condition to a carrier at the designated Shipping Point. Unless otherwise specified in the Contract, Purchaser shall be charged with and pay for the costs of all transportation, freight, insurance, loading, packaging and handling charges, taxes, duties, fees, storage, and all other charges applicable

Project: Roseville, CA – Dry Creek WWTP Page 6 of 8
Proposal #VR17-0388

Date: 4/21/2017

to the goods. Purchaser shall not be responsible for any taxes based on Seller's income.

(F) **Title / Security.** Title to the goods shall be retained by Seller as a vendor's lien until such goods are paid for in full by the Purchaser, even though risk of loss shall be borne by Purchaser as set forth in paragraphs 4(A) and (B) respectively. Purchaser hereby grants to Seller, and Seller hereby reserves, a purchase money security interest in and to the goods sold to Purchaser, together with all proceeds thereof, to secure Purchaser's payment and performance. Purchaser agrees upon Seller's request to do all acts and execute all documents reasonably necessary to assist Purchaser's perfection and maintenance of any such security title and right of possession including, but not limited to, executing and filing documents with the appropriate governmental agency.

(G) **Cancellation and Returned Equipment.** Orders may be canceled or amended only with our written consent, and must be returned within 30 days of Seller's written authorization at Purchaser's cost. If Purchaser returns the goods in the manner required under the previous sentence, and if the returned goods are (i) in substantially the same condition that existed on the date the Seller delivered the Products to you, undamaged; and (ii) not more than 12 months after the original Invoice date; the returned goods will, subject to the applicable handling charge, be accepted by the Seller for return. Used or discontinued goods or parts or equipment specially manufactured will not be accepted for credit unless specifically agreed to by the Seller in our sole discretion. Purchaser's sole remedy for returns will be a credit for the purchase price less any handling charges. Returned goods are subject to a minimum of 20% restocking and handling charge. Returns found to be free of material and workmanship defects will be held for 30 days and if Purchaser does not provide the Seller with repair or return instructions, then we will scrap or resell the goods. Purchaser will be charged for placing returned goods in saleable condition, any sales expenses then incurred by us, plus a restocking charge and any out-going and in-coming transportation costs which the Company pays.

(H) **Acceptance by Purchaser.** Purchaser shall conduct any incoming inspection tests on delivered Products within 10 days of delivery, and if delivery is made in multiple shipments, then Purchaser shall conduct incoming inspections of Products within 10 days of receipt of each delivery. In the event of a shortage, damage or discrepancy in any shipment, Purchaser shall promptly give notice to Seller in writing (at such address designated by Seller for such purpose) but in no event later than 30 days of the subject delivery, detailing the exact nature of the shortage, damage or discrepancy and provide such supporting documentation as Seller shall deem necessary and appropriate (i.e., photos, insurance reports, etc.). If such evidence indicates, in Seller's reasonable judgment, that such shortage, damage or discrepancy existed at the time of delivery of the goods to the carrier, Seller will promptly deliver additional or substitute goods to Purchaser; provided, however, that Seller may, in its sole and absolute discretion, require Purchaser to return all damaged goods to the Company prior to delivery of substitute goods. If Purchaser shall fail to timely give Seller such written notice, the goods shall be deemed to conform to the requirements of the Contract, and Purchaser shall be deemed to have accepted the goods and shall pay for the goods in accordance therewith.

(I) **Purchaser's Specifications.** Purchaser shall be solely responsible for ensuring that all specifications, drawings, information, advice, recommendations or requests provided to the Company by Purchaser or any of its agents are accurate and suitable for Purchaser's purposes. The Company's examination or consideration of any such specifications, drawings, information, advice, recommendations or requests shall not result in any liability on the part of the Company.

5. **TERMINATION.** The Company shall have the right to cancel for default hereunder all or any part of Purchaser's Order. This right of cancellation is in addition to and not in lieu of any other remedies that the Company may have in law or equity.

6. **TAXES & IMPORT-EXPORT CHARGES.**

(A) **Purchaser's Responsibility for Taxes, Reports and Withholding.** Seller shall be responsible for reporting and paying all state and federal income taxes associated with sales of equipment and products to Purchaser under this Contract. However, Purchaser shall be responsible for all liabilities or claims for taxes that any taxing authority having jurisdiction over this Contract may assess or levy relating to the Products or this Contract. Purchaser shall comply with all applicable tax requirements, file all registrations (including all Transaction and Sales Tax registrations) and reports, and take all actions necessary to make its tax payments (or secure exemptions from or reductions in payments of same). Within 90 days from the date of any payment by Purchaser under Seller's Invoice, Purchaser shall provide Seller with tax receipts (or other proof of payment or written evidence of tax exemption) for all taxes to be paid by Purchaser under this Contract.

(B) **Import and Export Charges.** Purchaser shall be solely responsible for all import and export charges, licenses, permits and any other lawfully payable charge related to the import or export of Products under this Contract.

(C) **Export Controls & Related Regulations.** Purchaser represents and warrants that it is not designated on, or associated with, any party designated on any of the U.S. government restricted parties lists, including without limitation, the U.S. Commerce Department Bureau of Industry and Security ("BIS") Denied Persons List; Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control ("OFAC") Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls ("DDTC") Debarred Parties List. Purchaser shall comply with all applicable U.S. economic sanctions and export control laws and regulations, including without limitation, the regulations administered by the OFAC, the Export Administration Regulations administered by BIS, and the International Traffic in Arms Regulations administered by DDTC. Seller may terminate this Contract and discontinue any ongoing supply to or business with Purchaser immediately, without notice and without liability, upon Seller becoming aware that Purchaser is named on any restricted party list.

7. WARRANTY; LIMITED REMEDIES.

(A) **Seller Warranties.** Seller shall provide the standard warranties provided in the form Warranty Agreement (a copy of which is attached and incorporated by reference into our Contract).

(B) **Assignment.** Seller assigns to Purchaser all warranties given by manufacturers and vendors of Seller as such relate to the Products (equipment or components). These warranties are not exclusive.

(C) **Limitation on Damages.** Other than as set forth in Paragraph 9 (Purchaser Indemnification) and any breaches of Paragraph 11 below (Confidentiality), each party's cumulative liability for damages to the other party for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including but not limited to, negligence, shall be limited to the total Contract price of the goods sold hereunder, plus or minus, as applicable, the amounts of all unpaid accounts payable and receivable between the parties. In no event shall Seller's liability exceed the limits of the Company's insurance coverage.

8. **SOLE REMEDY.** The sole and exclusive remedy for breach of any non-warranty obligation of the Company and the sole remedy for the Company's liability of any kind (including negligence) with respect to the goods and services provided to Purchaser shall be to use all commercially reasonable efforts to promptly cure such breach. Purchaser must prosecute any claim for a cause of action arising hereunder with one year from the date on which the facts that gave rise to the cause of action first occurred subject to the terms set forth in Section 14 (Governing Law and Resolution of Disputes).

9. **INDEMNIFICATION.** Purchaser shall hold harmless, indemnify and defend the Company (at the Company's request) for any and all damages, liabilities, costs and expenses (including the costs of any dispute resolution, including but not limited to, attorneys' fees and any other costs and expenses), fines, or losses in connection with any threatened or actual claims, actions, demands, investigations, suits, including but not limited to, claims or suits by third parties, arising out

of any of the following: (a) Purchaser's negligent or willful acts, or those of its employees and/or agents, (b) such goods being repaired or altered by persons other than Seller (unless expressly authorized in writing by the Seller), (c) any claim of patent infringement arising out of the manufacture by Seller of goods created in accordance with a design or specifications furnished to Seller by Purchaser, (d) in the event that Purchaser modifies, or combines with any non-Seller goods, any of the goods purchased from Seller, and such modification or combination results in the actual or alleged infringement of any intellectual property rights of any third party, (e) from goods produced by Seller according to Purchaser's specifications, (f) any violations of export control laws by Purchaser, (g) any violations of state or federal tax laws by Purchaser, or (h) Purchaser's breach of any provisions of these Terms and Conditions.

10. SELLER'S INTELLECTUAL PROPERTY INDEMNIFICATION. Seller will defend, indemnify and hold harmless Purchaser from and against any and all loss, damage, cost or expense arising as a result of any claim that the goods sold hereunder infringe any third party U.S. patent, copyright, trademark, trade secret or intellectual property right. Otherwise, Seller will not be liable for any claim of infringement. If you notify us promptly of any such claim of infringement and, if we so request, authorize us to defend or settle any suit or controversy involving such claim, we will indemnify you against the reasonable expenses of any such suit and will satisfy any judgment or settlement in which we acquiesce, but only to an amount not exceeding the price paid for the allegedly infringing goods. If an injunction is issued against the further use of allegedly infringing goods, the Company shall have the option of procuring for you the right to use the goods, or replacing them with non-infringing goods, or modifying them so that they become non-infringing or of removing them and refunding the purchase price. The foregoing states the Company's entire and exclusive liability with respect to a claim of infringement, and we will not be liable for any damages whatsoever suffered by reason of any infringement claimed, except as provided herein.

11. CONFIDENTIALITY. "Confidential Information" means any of the Company's business information, specifications and all related writings, drawings, designs, software applications and similar works or any other information disclosed by the Company that are disclosed as "Confidential" or proprietary. All Confidential Information shall be the exclusive property of the Company and we retain all right, title and interest in and to the same. Purchaser agrees to use Confidential Information for the exclusive purpose of performance under the Contract and not to disclose or provide any Confidential Information to any third party and to take all necessary measures to prevent any such disclosure by its employees, agents, contractors or consultants. Upon request of the Company or completion of the Contract, Purchaser shall return all Confidential Information to the Company and provide certification of such return.

12. TOOLING; SPECIAL JIGS, FIXTURES & PATTERNS. Charges made for tools, jigs, fixtures, patterns and equipment made or acquired by the Company in connection with your Order and utilized in manufacturing will be considered the exclusive property of the Company, without credit to Purchaser.

13. INSPECTION, RECORDS, AUDITS & PROPRIETARY DATA. Inspection of goods in our facility by Purchaser and/or its representative will be permitted, provided that (a) Purchaser gives reasonable written notice of its desire to inspect the goods, and (b) the inspection does not unduly interfere with the Company's production

work flow. Neither Purchaser nor any of Purchaser's representatives shall have any right to examine or audit the Company's cost accounts, books or records of any kind, or be entitled to, or have control over, any engineering or production prints, drawings or technical data which the Company, in our sole discretion, may consider in whole or in part to be proprietary to our business.

14. GOVERNING LAW & DISPUTE RESOLUTION.

(A) **Governing Law.** The Contract and these Terms and Conditions are governed by and interpreted under the laws of the State of Colorado, without regard to its choice of law rules unless the matters in dispute come within the scope of Article 2 of the Uniform Commercial Code (UCC-Sales) prepared under the joint sponsorship of The American Law Institute and the National Conference of Commissioners on Uniform State Laws, in which event the dispute shall be governed by and interpreted under the referenced Code in effect on the date of this Contract.

(B) **Dispute Resolution.** Except for any action where the sole relief sought is an injunction, any controversy or claim arising out of or relating to the Contract and these Terms and Conditions, or the making, performance or interpretation hereof, and the dispute cannot be settled by direct negotiations, either Party may initiate mediation. If the parties fail to settle the dispute within 30 days of notice of mediation, either party may initiate binding arbitration under this paragraph. The place of arbitration shall be in the Boulder-Denver Metro-Area of Colorado, and shall be conducted by one arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any binding arbitration award may be entered in any court having jurisdiction thereof.

15. GENERAL PROVISIONS.

(A) **Prior Agreements.** This Contract comprises the complete and exclusive agreement between the parties regarding the subject matter of this Contract, and supersedes all oral and written communications, negotiations, representations or agreements made or entered into before the Effective Date.

(B) **Amendments.** No amendment to this Contract is effective unless made in writing and signed by authorized representatives of Purchaser and Seller. Specifications, drawings, price lists and documents of a technical nature prepared by Seller and submitted to Purchaser to describe the equipment and parts being purchased hereunder automatically become part of this Contract.

(C) **Survival.** All provisions set forth herein regarding warranty, confidential information, indemnification, liability and limits thereon, and any other provisions that survive on their terms including all provisions relating to tax, import / export, inspection, dispute resolution and governing laws, and all causes of action which arose prior to completion or termination of this Contract shall survive indefinitely until, by their respective terms, they are no longer operative.

(D) **Conflicts.** If a conflict exists between these Terms and Conditions and any other writings connected with this Contract, these Terms and Conditions shall prevail with respect to such conflict. In the event that any provisions of these Terms and Conditions is held to be illegal, invalid or unenforceable under the present or future law, rule or regulation, such provision shall be deemed stricken from these Terms and Conditions, but such illegality, invalidity or unenforceability shall not invalidate any of the other provisions of these Terms and Conditions.



COUNCIL COMMUNICATION

CC #: 8588
File #: 0203-09

Title: Dry Creek Wastewater Treatment Plant Digester Gas Mixing Compressor -
Purchase Order
Contact: Todd Jordan 916-746-1829 tjordan@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 6.18.

RECOMMENDATION TO COUNCIL

Authorize a purchase order to Gardner Denver Nash, LLC for the sole source purchase of a digester gas mixing compressor for the Dry Creek Wastewater Treatment Plant. The total cost of the compressor is \$27,240.19 (includes tax and shipping).

BACKGROUND

Both anaerobic digesters at the Dry Creek Wastewater Treatment Plant utilize a compressed gas system for sludge mixing. Gas collected from the top of the digester is compressed and then conveyed to a diffuser manifold within the tank. The diffuser bubbles the gas through the sludge which provides mixing and prevents solids settlement. The gas mixing system is critical to the digester operation.

Each digester is equipped with one operating gas compressor. One critical spare gas mixing compressor is stored onsite for use as an emergency backup. This spare was used to replace an operating compressor that reached the end of its useful life. A new compressor is required to replace the critical spare.

FISCAL IMPACT

The total cost of the digester gas mixing compressor is \$27,240.19. Funding is included in the Wastewater Operations Budget (08422).

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Todd Jordan, Senior Engineer

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Gas Compressor Quote



MILTON S. FRANK CO.

Engineered Equipment Solutions Since 1949
Proud to be a Woman Owned Business



April 27, 2017

Quote: Q16589 Rev.1

City of Roseville
1800 Booth Road
Roseville, CA 95747

Attention: Steve Bazillion

Subject: Nash XL-60 Compressor (Duplicate Test No.: 11D0645)

Thank you for your interest in Nash vacuum pumps. We are pleased to offer the following for the subject application:

Qty.	Material Number	Description
(1)	651VX0605D00T	VXL60 COMP STAINL 316 CPI ANSI GD NASH VECTRA XL SERIES MODEL XL60 SINGLE STAGE COMPRESSOR. STAINLESS STEEL CONSTRUCTION, CONICAL DESIGN. EXTERNAL STUFFING BOX WITH JOHN CRANE TYPE 9 SINGLE ACTING MECHANICAL SHAFT SEALS. PUMPS ARE FURNISHED IN 316 STAINLESS STEEL WITH DUCTILE IRON BEARING BRACKETS AND CAST IRON BEARING CAPS.

Price: \$ 25,165.28 ea. (estimated freight charge is \$250.00)

Availability: 20 Weeks ARO (does not include transit time)

Notes:

1. Please make purchase order to Gardner Denver Nash c/o Milton S. Frank Co., Inc. Please include Net 30 Payment terms on the PO as well as shipping information (account number if collect, otherwise PP&A and also state shipping method).
2. Price quoted is FOB St. Peters, MO and does not include tax or freight. Quoted lead time does not include transit time from the factory to California.
3. Payment terms are Net 30 Days. Quote is valid for 30 days.
4. Estimated freight charge is \$250.00.

Please let us know how we can be of further assistance.

Sincerely,

Hugo Jimenez
Sales Engineer
Cell: 925-771-0694

Price: \$ 25,165.28 ea. (estimated freight charge is \$250.00)
Availability: 20 Weeks ARO

➔ PLUS FREIGHT AND TAX = \$ 27,240.19

~~\$ 28,415.28~~

180-A Mason Circle • Concord, CA 94520-1214 • Tel. (925) 609-1400 • Fax (925) 609-1406

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MIXERS • PUMPS • MECHANICAL SEALS • HEAT EXCHANGERS • TANKS • FILTER PRESSES • VALVES



SALES REPRESENTATIVE AGREEMENT

This Sales Representative Agreement (this "Agreement") is entered into as of **September 15, 2013** (the "Effective Date") between **Gardner Denver Nash, LLC**, a Delaware corporation with a place of business at **2 Trefoil Drive, Trumbull CT 06611** ("Company"), and **Milton S. Frank Co. Inc.**, a California corporation, with a principal place of business at **180-A Mason Circle, Concord, CA 94520** ("Representative") (Representative and Company each, a "Party" and collectively, the "Parties").

ARTICLE I **SCOPE**

1.01 Appointment. Company hereby appoints Representative as an **exclusive or sole sales representative** for Company for the sale of the Products in the Territory **and to the Customer Group (as defined below)** during the term of this Agreement, and Representative accepts such appointment. For purposes of this Agreement, the terms "**Customer Group**," "**Products**" and "**Territory**" shall have the meanings and descriptions ascribed to such terms on Schedule A to this Agreement. The rights and obligations of this Agreement shall apply to all parent companies, affiliates, subsidiaries, divisions, locations and operations of Company (any such entity, an "**Affiliate**") set forth on Schedule A, and any such Affiliate that executes the form of Opt-In Notice that is attached hereto as Annex 1.

1.02 Reservation of Rights; Extraterritorial Sales.

(a) Company reserves the right, in its sole discretion, without incurring liability to Representative for the payment of lost commissions hereunder, and without being construed as a violation of this Agreement in any manner whatsoever, to: (i) solicit sales from, or otherwise deal directly with, any customer or prospective customer in the Territory **and to members of the Customer Group**, without notice or any compensation to Representative; (ii) discontinue or limit its production or sale of any Product, introduce new products (including new products that are competitive in nature to any Product), or alter the design or construction of any Product without prior notice or liability to Representative; and (iii) upon thirty (30) days prior written notice to Representative, to (A) establish or adopt nondiscriminatory practices and policies that may modify, supersede and/or implement the terms, conditions and/or provisions of this Agreement and/or (B) amend or modify any Schedule to this Agreement.

(b) During the term of this Agreement, Representative shall not, directly or indirectly, without the prior written consent of Company, seek customers outside the Territory or sell, promote or otherwise facilitate the sale of Products outside the Territory or to customers specifically allocated to another sales representative or distributor or otherwise reserved to Company ("**Extraterritorial Sales**"). Extraterritorial Sales include but are not limited to sales facilitated via the Internet. Representative shall refer all Extraterritorial Sales leads, inquiries and orders to Company.

1.03 Use of Marks. Representative shall also have a non-exclusive and revocable license to use the trademarks, trade names, corporate names, logos or other words or symbols identifying Company described on Schedule B to this Agreement solely in connection with its sales and marketing of the Products in the Territory (the "**Marks**"). Representative acknowledges that the Marks are proprietary and are owned exclusively by Company or its licensors. Any and all use by Representative of the Marks shall inure to the sole benefit of Company or its licensors. Representative shall not receive any rights hereunder in the Marks or in any associated goodwill. Representative agrees to comply at all times with rules and regulations established by Company, as the same may be modified from time to time in Company's sole discretion, for the use of the Marks.

CITY OF ROSEVILLE
TERMS AND CONDITIONS OF PURCHASE

ARTICLE I – The materials, supplies or services covered by this order shall be furnished by Seller subject to all the terms and conditions set forth in this order including the following, which Seller, in accepting this order agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies, or the performance of all or any portion of the services, covered by this order shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made a part of the order to the extent of specifying the nature of the materials, supplies, or services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of this order.

ARTICLE II – INSPECTION. The Materials, supplies or services furnished shall be exactly as specified in this order, free from all defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by City at all times and places. If, prior to final acceptance, and materials, supplies or services are found to be defective or not as specified, City may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such items within a time deemed reasonable by City, City may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies and services and in addition to any costs for which Seller may become liable to City under other provisions of this order, shall reimburse City for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Notwithstanding final acceptance, and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE III – CHANGES. City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Seller shall be recognized without written approval of City. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition. Nothing in this Article shall excuse Seller from proceeding with performance of the order as changed hereunder.

ARTICLE IV – TERMINATION.

- A. City may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. City shall pay Seller as full compensation for performance until such termination: (1) the unit or pro date order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by City, with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price.
- B. City may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the material or supplies or perform the services within the time specified or any written extension thereof. In such event, City may purchase or otherwise secure materials, supplies or services and except as otherwise provided herein, Seller shall be liable to City for any excess costs occasioned City thereby.

If, after notice of termination for default, City determines that the Seller was not in default or that the failure to perform this order is due to causes beyond control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of City, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of City, unless City shall determine that the materials, supplies, or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.
- C. If City determines that Seller had been delayed in the work due to causes beyond the control and without the fault or negligence of Seller, City may extend the time for completion of the work called for by this order, when promptly applied for in writing by Seller; and if such delay is due to failure of City, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Article. Sole remedy of Seller in event of delay by failure of City to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits.
- D. The rights and remedies of City provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
- E. As used in this Article, the Word "Seller" includes Seller and his subsuppliers at any tier.

ARTICLE V – TITLE. Title to the material and supplies purchased hereunder shall pass directly from Seller to City at the f.o.b. point shown, subject to the right of City to reject upon inspection.

ARTICLE VI – PAYMENT, EXTRA CHARGES, DRAFTS. Seller shall be paid, upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored. Invoice must be accompanied by transportation receipts, or facsimile, if transportation is payable and charged as a separate item.

ARTICLE VII – WARRANTY. Seller agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to City by any other article of this order. Such warranties will be effective notwithstanding prior inspection and/or acceptance of the services or supplies by the City.

ARTICLE VIII – PATENT INDEMNITY. Seller shall indemnify City, its officers, agents, and employees against liability, including cost, for infringement of Letters Patent resulting from Seller's furnishing or supplying standard parts or components or utilizing its normal practices or methods in the performance of this order or to any parts, components, practices, or methods as to which Seller has secured indemnification from liability. The foregoing indemnity shall not apply unless Seller shall have been informed as soon as practicable by City of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to a claimed infringement which is settled without the consent of Seller, unless required by final decree of a court of competent jurisdiction.

ARTICLE IX – DECLARED VALUATION OF SHIPMENTS. Except as otherwise provided on the face of this order, all shipments by Seller under this order for City's account shall be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading shall so note.

ARTICLE X – ASSIGNMENT. This order is assignable by City. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of City.

ARTICLE XI – AFFIRMATIVE ACTION. Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principles set forth in the Executive Orders 11246 and 11375, and to undertake specifically; to maintain employment policies and practices that affirmatively promote equality or opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in both English and Spanish to all persons concerned within his company, with outside recruiting services, and the minority community at large; to provide the City or request a breakdown of his labor force by ethnic group, sex, and job category; and to discuss with the City his policies and practices relating to his affirmative action program.

ARTICLE XII – FAIR EMPLOYMENT PRACTICES. If this order is for an amount of \$10,000 or more, Seller agrees to comply with the provisions of the California Fair Employment Practice Act and to include the provisions of the Act in any first tier subcontract into which Seller may enter in connection with performance pursuant to this order so that such provisions will be binding upon each subcontractor.

ARTICLE XIII – OTHER APPLICABLE LAWS. Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein.

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



COUNCIL COMMUNICATION

CC #: 8580

File #: 0203-13-01

Title: Aggregate Products (RFQ 01-3137) - Purchase Orders
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 7/5/2017

Item #: 6.19.

RECOMMENDATION TO COUNCIL

Recommend Council authorize purchase orders for aggregate products to Teichert Rock Products, Hasties's Capitol Sand & Gravel Company, and Vulcan Materials Company. The estimated annual total is \$69,000.00, or not to exceed budgeted amounts.

The bid allowed for a total of five years including the initial contract year plus four optional renewal years. Staff requests authorization to continue renewing the contract without further Council approvals until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest pending Council approval of budgets for that year.

BACKGROUND

The Public Works Department Streets Division, the Environmental Utilities Department Water and Wastewater Divisions, and the Electric Department have a recurring requirement for various aggregate products, mainly used for the backfilling of trenches created in the course of their daily work.

A formal bid was issued where vendors were asked to provide pricing for eleven different aggregate products, delivered, and will call. The award is based on the lowest responsible bid for each line item.

See the attached bid summary sheet for the bids received and the itemization of line items.

FISCAL IMPACT

The estimated annual total is \$69,000.00. Funding is included in the respective Departments' FY2017-18 budgets. Spending for future renewals will be contingent upon Council approval of budgets. Projected spending for the optional renewal years FY2018-19 through FY2021-22 is \$69,000.00 per year.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-285

RESOLUTION NO. 17-285

APPROVING PURCHASE ORDERS BETWEEN THE CITY OF ROSEVILLE
AND TEICHERT ROCK PRODUCTS, HASTIE'S CAPITOL SAND & GRAVEL COMPANY,
AND VULCAN MATERIALS COMPANY

WHEREAS, purchase orders for aggregate products, between the City of Roseville and Teichert Rock Products, Hastie's Capitol Sand & Gravel Company, and Vulcan Materials Company, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase orders are approved and the City Manager or his designee is additionally authorized to execute four optional one-year renewals of the purchase orders provided that the applicable budget is approved by the City Council or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 8584
File #: 0203-02

Title: Fuel and Lubricants - Service Agreement
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 6.20.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a service agreement with Hunt & Sons, Inc. for the purchase and delivery of fuel and lubricants utilizing the Sacramento Area Council of Governments (SACOG) Master Agreement. In addition, adopt a resolution authorizing the City Manager to sign the attached service agreement. The total estimated cost is \$2,361,000.00, or not to exceed budgeted amount.

The City will be piggybacking on a contract that was awarded to Hunt & Sons, Inc. by the Sacramento Area Council of Governments (SACOG) Master Agreement. The contract was awarded for one year with four optional renewal years and has two renewal years remaining.

Staff requests authorization to utilize the contract without further Council approvals until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest including authorization for the City Manager to sign service agreement renewals through the fourth optional renewal agreement in FY2019-20, pending Council approval of budgets for that year.

BACKGROUND

The Vehicle Maintenance Division has a recurring demand for unleaded, and ultra-low sulphur diesel fuel used in ongoing operations for City vehicles and equipment. Additionally, Vehicle Maintenance requires a variety of lubricants, oil, and grease in their ongoing fleet service operations to maintain City vehicles.

FISCAL IMPACT

Estimated annual cost is \$2,361,000.00 and funding is included in the Automotive Services FY2017-18 budget. The dollars will be encumbered one year at a time pending Council approval of budget for each year. Total spend for FY2018-19 and Y2019-20 is projected to be \$2,365,000.00.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The hauling and delivery of hazardous substances is regulated by the state. Hazardous material transport consistent with applicable safety regulations should not result in a significant environmental effect. Therefore, the proposed Purchase Agreement does not include the potential for significant environmental effect and is not subject to CEQA.

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-288

Signed Service Agreement

RESOLUTION NO. 17-288

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

WHEREAS, a Service Agreement (Service Agreement No. S1803168) to provide fuel, lubricants, oil and grease, between the City of Roseville and Hunt & Sons, Inc. has been prepared and reviewed by the Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is additionally authorized to execute an optional one-year renewal provided that the applicable budget is approved by the City Council or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

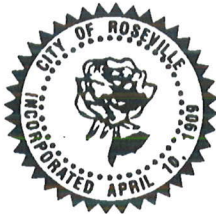
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1803168**

SERVICE LOCATION: AS DIRECTED
ROSEVILLE, CA

REQ. NO.: RENEWAL DATE: 5/24/17

SUBMIT ALL INVOICES TO:

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

Contractor No.: V10214
Telephone No.: 916-383-4868 Fax: 916-383-1005
Email address: jhunt@huntsonsons.com
Contractor: HUNT & SONS, INC.
ATTN: JOSH HUNT
5750 SOUTH WATT AVENUE
SACRAMENTO, CA 95827

Department: VEHICLE MAINTENANCE

Acct. Code: 03321-5014

Buyer: BABETTE OWENS
Phone: 916-774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
UPON COUNCIL APPROVAL	NET 30	6/30/18	Approved by Risk Mgt.	RICH BAKANEC

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:
THE VENDOR SHALL PROVIDE & DELIVER UNLEADED, DIESEL, AND ULTRA LOW SULPHUR DIESEL FUELS ON AN AS
NEEDED BASIS; AND THE VENDOR SHALL PROVIDE & DELIVER LUBRICANTS, OIL, AND GREASE ON AN AS NEEDED BASIS
IN ACCORDANCE WITH ALL SPECIFICATIONS, TERMS AND CONDITIONS, AND AMENDMENTS OF SACOG FUEL AND
LUBRICANTS MASTER AGREEMENT DATED 9/9/14.

PLEASE CONTACT RICH BAKANEC AT (916) 746 1720 FOR QUESTIONS REGARDING THIS AGREEMENT.

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

Total Cost of Service: \$ **2,361,000.00**

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

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

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: Joshua M. Hunt JOSHUA M. HUNT CEO
SIGNATURE PRINT NAME TITLE

CONTRACTOR: Daniel Maier DANIEL MAIER CFO
SIGNATURE PRINT NAME TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



COUNCIL COMMUNICATION

CC #: 8594
File #: 0203-15

Title: Uniform Rental and Cleaning - Service Agreement Amendment
Contact: Joanna Oukrop 916-774-5745 joukrop@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 6.21.

RECOMMENDATION TO COUNCIL

Recommend Council authorize amendment 1 to service agreement S1403015 with Prudential Overall Supply for uniform rental and cleaning services on an as needed basis extending the agreement for one additional year through 6-30-18 and increasing the total cost of service from \$300,000.00 to \$422,000.00. Additionally, adopt a resolution authorizing the City Manager to sign the amendment. The amendment includes \$16,000.00 to cover expenses for FY2016-17 that exceeded the initial contract amount. The remaining \$106,000.00 is for FY2017-18. Funding is included in the FY2016-17 and 2017-18 department budgets for the various citywide departments using the services.

BACKGROUND

The Central Services Department, on behalf of various City departments, has a requirement for uniform rental and cleaning services. These services are provided to those departments opting by a vote of employees to have uniform rentals in lieu of a clothing allowance. The departments utilizing this service include: Electric, Fleet Services, Parks, Recreation, & Libraries, Public Works Streets and Traffic Signal Maintenance Divisions, the Environmental Utilities Water, Wastewater Collection, and Solid Waste Divisions, and Wastewater Treatment Plants. The service also provides lockers for the employees to store their uniforms.

The City is piggybacking the National Intergovernmental Purchasing Alliance (NIPA) contract number 4600001031 awarded to Prudential Overall Supply for the services. The current contract that is being amended began on 2-7-14; however, the City has been utilizing the services of Prudential Overall Supply since 2013, and their service has been satisfactory.

FISCAL IMPACT

The total cost of services included in the amendment is \$122,000.00. Funding is included in the respective departments' FY2016-17 and 2017-18 budgets, pending Council approval of budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Joanna Oukrop, Senior Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-294

S1403015 Amendment 1

RESOLUTION NO. 17-294

APPROVING SERVICE AGREEMENT AMENDMENT NO. 1 BETWEEN THE CITY OF ROSEVILLE AND PRUDENTIAL OVERALL SUPPLY AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Service Agreement Amendment No. 1 (Service Agreement No. S1403015) for uniform rental and cleaning services, and lockers on an as needed basis, between the City of Roseville and Prudential Overall Supply has been prepared and reviewed by the Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE
**SERVICE AGREEMENT
AMENDMENT**

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

SERVICE AGREEMENT No: **S1403015**
AMENDMENT No.: **1**

SERVICE LOCATION: **VARIOUS LOCATIONS
ROSEVILLE, CA**

Contractor No.: **V39560**

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

Contractor License No.:
Business License No.:

Department: **VARIOUS**

Telephone No: **(949)250-4855** Fax: **(949)261-1947**

Email address: **ashleyc@pos-clean.com**
Contractor: **PRUDENTIAL OVERALL SUPPLY
ATTN : ASHLEY CARROLL
545 JEFFERSON BLVD., SUITE 5
WEST SACRAMENTO, CA 95605**

Acct. Code: **VARIOUS**

Buyer: **JOANNA OUKROP**
Phone: **(916)774-5745**

Service Agreement Number **S1403015** ("Agreement"), which was executed on **2/5/14**, is hereby modified as follows:

Select all provisions that apply:

- ☒ The term of the Agreement is **increased by one (1) year** and the expiration date of the Agreement is changed from **6/30/17 to 6/30/18**.
- ☒ The Total Cost of Service payable under this Agreement is modified from **\$300,000.00 to \$422,000.00**. The purpose of this modification is: **to increase the total cost of service to continue uniform rental and cleaning services used by various departments citywide for an additional year utilizing National Intergovernmental Purchasing Alliance (IPA) contract number 4600001031. The total cost of service is an approximate value only. The City does not guarantee whatsoever the actual amount to be spent.**

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

CONTRACTOR:

By: *John Hansen*

Title: *SR VP & CFO*

By: *Tom Watts*

Title: *PRESIDENT*

CITY OF ROSEVILLE,
A MUNICIPAL CORPORATION:

By: _____

Rob Jensen
City Manager

Distribution: 1- Purchasing, 1 - Contractor, 1 - Originating Dept



COUNCIL COMMUNICATION

CC #: 8603
File #: 0203-03

Title: Sodium Hypochlorite (BACC 13-2017) - Service Agreement
Contact: Babette Owens 916-774-5704 bowens@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 6.22.

RECOMMENDATION TO COUNCIL

Recommend Council authorize a service agreement with Olin Chlor Alkali Products and Vinyls as the lowest responsive bid received for BACC 13-2017 for the purchase and delivery of 12.5% sodium hypochlorite for the Pleasant Grove Wastewater Treatment Plant, the Water Treatment Plant, the Roseville Energy Park, and the Aquatics Complex. In addition, adopt a resolution authorizing the City Manager to sign the attached service agreement. The total estimated annual cost is \$260,000.00, or not to exceed budgeted amount.

In March 2017, the City participated in a regional chemical bid lead by the Bay Area Chemical Consortium (BACC), with the Dublin San Ramon Services District serving as the coordinating agency. Because more than 50 public agencies are now participating, significant savings for chemical purchases are being passed along to the agencies' customers.

BACKGROUND

The Pleasant Grove Wastewater Treatment Plant, the Roseville Energy Park, and the Aquatics Complex have ongoing requirements for 12.5% sodium hypochlorite (chlorine), which is used to sanitize the water in swimming pools and is required for use as a disinfectant at the plants. The chemical will be purchased by the end using departments as needed throughout the year.

FISCAL IMPACT

The estimated annual cost of the agreement is \$260,000.00. Funding is included in the Environmental Utilities, Electric, and Parks, Recreation and Libraries Departments' FY2017-18 budgets.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The hauling and delivery of hazardous substances is regulated by the state. Hazardous material transport consistent with applicable safety regulations should not result in a significant environmental effect. Therefore, the proposed Purchase Agreement does not include the potential for significant environmental effect and is not subject to CEQA.

Respectfully Submitted,

Babette Owens, Buyer

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-300

Service Agreement - Olin

RESOLUTION NO. 17-300

APPROVING A SERVICE AGREEMENT BETWEEN CITY OF ROSEVILLE AND OLIN
CHLOR AKLALI PRODUCTS, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement (Service Agreement No. S1803206) for sodium hypochlorite, between City of Roseville and Olin Chlor Aklali Products, has been reviewed by the Council;

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

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

AYES COUNCILMEMBERS:

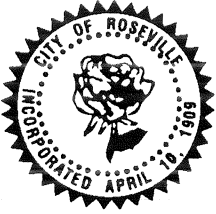
NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: **S1803206**

SERVICE LOCATION: AQUATICS COMPLEX
PLEASANT GROVE WWTP
ROSEVILLE ENERGY PARK
WATER TREATMENT PLANT

REQ. NO.: BACC 13-2017 DATE: 6/6/17

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

Contractor No.: V10828
Telephone No.: 209-835-5424 Fax:
Email address: JMSchabacker@olin.com
Contractor: OLIN CHLOR ALKALI PRODUCTS
ATTN: JOHN M. SCHABACKER
26700 SOUTH BANTA ROAD
TRACY, CA 95304

Department: VARIOUS

Acct. Code: VARIOUS

Buyer: BABETTE OWENS
Phone: 916-774-5704

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	6/30/18	Approved by Risk Mgt.	STEPHEN PETERSON

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

Provide 12.5% sodium hypochlorite (bleach) at a cost of \$0.534/gallon to locations listed above in accordance with all specifications, terms and conditions of BACC Bid No. 13-2017 and the attached BACC Chemical Bid Specific Deviations. All deliveries must be made between the hours of 7:00 a.m. and 3:00 p.m. unless otherwise specified.

Please contact Babette Owens at 916-774-5704 for questions regarding this agreement and for individual contact information.

**Total cost listed below is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Total Cost of Service: \$ **260,000.00**

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

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

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR: _____

SIGNATURE

PRINT NAME

TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

OLIN CORPORATION

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that OLIN CORPORATION, a Virginia corporation (hereinafter "the Company"), has constituted and appointed, and does hereby constitute and appoint John M. Schabacker, who serves as the Company's Business Director, Western Bleach and Municipal Sales, its attorney-in-fact to act for and on behalf and in the name of the Company (1) in executing and submitting proposals in response to bid requests issued by local governmental entities, and (2) in executing and delivering sales contracts following any acceptance of such proposals, provided that such authority shall be limited in the case of proposals and contracts requiring only one signature on behalf of the Company to those proposals and contracts not exceeding a value of \$500,000 in the aggregate.

And the execution of such proposals or sales contracts by such attorney-in-fact in the Company's name and on its behalf in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

This power shall be revocable at the will of the Company and shall be revoked upon the receipt by said representative of notice thereof in writing. All acts performed by said representative prior to receipt of notice of revocation are hereby ratified and confirmed on behalf of the Company.

IN WITNESS WHEREOF, OLIN CORPORATION has caused this Power of Attorney to be signed by Frank Chirumbole, its President Chlor Alkali Products Division this 27th day of March, 2014.

OLIN CORPORATION

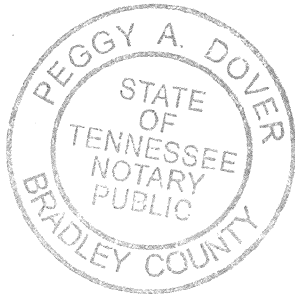
By: Frank Chirumbole
Frank Chirumbole
President, Chlor Alkali Products Division

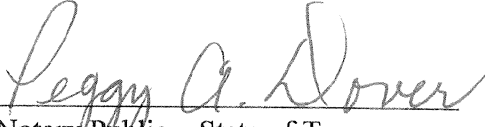
STATE OF Tennessee

COUNTY OF Bradley

I, the undersigned Notary Public, certify that I personally know Frank Chirumbole, who signed the foregoing Power of Attorney, and further know him to have been duly elected and to be presently serving as President Chlor Alkali Products Division of Olin Corporation (the "Company"), and that he has full legal capacity to grant the foregoing Power of Attorney as a duly qualified officer and representative of the Company; that said capacity and power has not been revoked, limited or qualified; and that he acknowledged and stated that he executed the same in his capacity as President Chlor Alkali Products Division as an act of the Company.

IN WITNESS WHEREOF, I hereunto set my hand and seal of office in the County of Bradley, State of Tennessee, on this 27th day of March, 2014.




Notary Public – State of Tennessee
My Commission Expires 2/21/2018



COUNCIL COMMUNICATION

CC #: 8602
File #: 0203-02

Title: Auto Parts - Purchase Order
Contact: Brian Craighead 916-774-5731 bcraighead@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 6.23.

RECOMMENDATION TO COUNCIL

Staff recommends City Council authorize an annual blanket purchase order to Riebe's Auto Parts, LLC for the purchase of auto parts utilizing National Joint Powers Alliance (NJPA) contract #062916-GPC. The total estimated value of the award is \$70,000.00 yearly, or not to exceed annual budgeted amount.

The NJPA contract was awarded for four years with one optional renewal year. The NJPA contract runs from September 2016 to September 2020 with an optional fifth year renewal.

Staff requests authorization to continue utilizing the contract without further Council approval until the contract expires, or until City staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The Fleet Services Division has a recurring demand for auto parts to maintain the City's vehicle fleet. The City will be utilizing NJPA contract #062916-GPC for the purchase of auto parts. The auto parts will be purchased on an as needed basis throughout the year.

NJPA is a purchasing cooperative that offers competitively bid contracts for use by member agencies nationwide. The NJPA contract is awarded to Riebe's Auto Parts, LLC and the City will be utilizing one of their local authorized dealers, Bart Industries, to purchase auto parts.

The NJPA contract with Riebe's Auto Parts will provide access to more than 400,000 auto parts and accessories for all makes of auto and trucks. Two hour delivery is available throughout the US from 6,000 local stores. Non-locally stocked parts will ship the next day from 64 regional distribution centers. Riebe's carries light, medium, and heavy duty parts from hundreds of leading manufactures.

FISCAL IMPACT

The estimated total value of the award is \$70,000.00 yearly, or not to exceed annual budgeted amount. Funding is included in the Automotive Services budget for FY2017-18. The dollars will be encumbered one year at a time pending Council's approval of budget each year.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Brian Craighead, Fleet Manager

Paul Diefenbach, Central Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-299

RESOLUTION NO. 17-299

APPROVING A PURCHASE ORDER BETWEEN THE CITY OF ROSEVILLE
AND RIEBE'S AUTO PARTS, LLC

WHEREAS, a purchase order for auto parts, between the City of Roseville and Riebe's Auto Parts, LLC, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase orders are approved and the City Manager or his designee is additionally authorized to execute three optional one-year renewals of the purchase orders provided that the applicable budget is approved by the City Council or until City staff determines that continuing with the same vendor is not in the City's best interest.

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 8599

File #: 0201-01 & 0103-10-04

Title: Successor Agency - Budget Adjustment
Contact: Melissa Hagan 916-774-5476 mhagan@roseville.ca.us

Meeting Date: 7/5/2017

Item #: 6.24.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council acting as the Successor Agency to the former Redevelopment Agency approve a budget adjustment in the amount of \$76,600 in order to write off the deferred interest receivable for one of its commercial loans that was deemed uncollectible.

BACKGROUND

The former redevelopment agency had three loans for improvements with Mike Rapport of MSR Properties for two properties located in the City of Roseville's Historic District. Two of the loans had their principal payments deferred with interest only payments due monthly, and one that was completely deferred with interest accruing annually. The interest only payments ceased being paid and after failed attempts to collect payments on the loans, the loans were deemed in default and as a result, the loans were written off. The properties were eventually sold through Trustee sales in both 2015 and in 2017.

The Trustee sale in 2017 for the IOOF property resulted in the property being purchased by the Roseville Community Development Corporation. Acting on behalf of the Successor Agency staff has filed a claim with Placer County Treasure Tax Collectors Office to recoup any excess proceeds due from the property tax-default sale and if such proceeds are available to be disbursed, the Successor Agency will receive funds and the City of Roseville will receive approximately 15% those funds as is true with any excess funds the Successor Agency receives.

In order to complete the write off of these loans, the City is requesting a budget adjustment to allow for the write off of the \$76,600 of deferred interest that had been accruing on one the loans. The following table illustrates the details of these three loans:

PROPERTY ADDRSS	LOAN PURPOSE	LOAN TYPE	ORIGINAL LOAN	ACCUM DEFERRED INTEREST	LAST INTEREST ONLY PAYMENT	STATUS
110 Pacific	Structural Improvements	INTEREST				Property Sold though

Street	IOOF Building	ONLY	\$450,000	\$0	9/1/2012	Trustee Sale - 2017
112 Pacific Street - Upstairs	Affordable Studio Apartments	DEFERRED PRINC + INTEREST	\$200,000	\$76,600	DEFERRED	Property Sold though Trustee Sale - 2015
112 Pacific Street-Ground Floor	Tenant Improvements - Bar Basic	INTEREST ONLY	\$178,703	\$0	5/1/2014	
			\$828,703	\$76,600		

FISCAL IMPACT

Activities and expenditures of the Successor Agency are separate and are not dependent upon the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

The budget adjustment for the Successor Agency will not create any new jobs.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Melissa Hagan, Administrative Analyst

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-296

Successor Agency Budget Adjustment

SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE
CITY OF ROSEVILLE

RESOLUTION NO. 17-296

AUTHORIZING TRANSFER OF FUNDS

WHEREAS, the Successor Agency of the Redevelopment Agency of the City of Roseville had three loans for improvements with MSR Properties; and

WHEREAS, two of which had their principal payments deferred with interest only payments; and

WHEREAS, both loans remain unpaid and have been deemed in default and as a result have been written off; and

WHEREAS, in order to complete the write off of these loans, Successor Agency staff is recommending a budget adjustment to allow for the write off of the \$76,600 of deferred interest accruing on one of the loans; and

NOW, THEREFORE, the Successor Agency of the Redevelopment Agency City of Roseville does hereby authorize transfer of \$76,600 as listed on the attached Request for Budget Adjustment.

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

AYES AGENCY MEMBERS:

NOES AGENCY MEMBERS:

ABSENT AGENCY MEMBERS:

CHAIRMAN

Secretary



REQUEST FOR BUDGET ADJUSTMENT
FINANCE DEPARTMENT

Instructions: Complete all necessary fields. Fields marked with an asterisk (*) are mandatory and required for processing. Obtain required approvals and process according to the procedure outlined in:
[A.R. 6.01 Budget Adjustment Policy & Procedure.](#)

REQUESTER*: Melissa Hagan

DEPARTMENT/DIVISION*: Economic Development

FISCAL YEAR/EFFECTIVE DATE*: FY 2016-17

PROPOSED COUNCIL DATE (if applicable): 06/21/2017

For more detailed budget adjustment training information, including examples, please click on the following link:
[Miscellaneous Budget Training Information.](#)

USE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY*	OBJECT*	FUND*	PROJECT	ACTIVITY	
76,600	00670	8001	670			Uncollectible Accounts
\$ 76,600	TOTAL					

SOURCE OF FUNDS*						
AMOUNT*	ACCOUNT NUMBER					Account Title/Activity Description*
	GL			JL		
	ORG KEY	OBJECT	FUND*	PROJECT	ACTIVITY	
76,600			670			Available Resources
\$ 76,600	TOTAL					

FINANCE USE		Approved: <i>Nancy P. Rishavan</i> 5/18/17	Approved: <i>Kathy Cullen</i> 5/18/17
		BUDGET MANAGER/DESIGNEE	Finance Director
		DATE	Date

Justification for Budget Adjustment*:

The former redevelopment agency had three loans outstanding for improvements to two privately-owned properties in the City of Roseville's Historic District. After failed attempts to collect payments on the loans, the loans were deemed in default. As a result, in July of 2015 and an allowance was established to offset the outstanding loans in the amount of \$848,703. In order to fully write off the three outstanding loans that have been deemed uncollectible, the City is requesting a budget adjustment to allow for write off of the \$76,600 of deferred interest that had been accruing on the loans.

Approved: _____		Approved: _____	
REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	CITY MANAGER	DATE



COUNCIL COMMUNICATION

CC #: 8579

File #: 0210

Title: 316 Vernon Office Building - Section 179D Energy Efficient Commercial Buildings Tax Deduction Allocation
Contact: Mike Isom 916-774-5527 misom@roseville.ca.us

Meeting Date: 7/5/2017

Item #: 6.25.

RECOMMENDATION TO COUNCIL

Staff recommends that the Council adopt a resolution authorizing the City Manager to execute the Section 179D Energy Efficient Commercial Buildings Tax Deduction Allocation Letter and authorizing the City Manager to execute the Tax Deduction Allocation Agreement by and between the City of Roseville and TM & Associates, Inc.

BACKGROUND

In 2005, Congress enacted the Energy Policy Act, which among other things encouraged the design and construction of energy efficient commercial buildings through federal tax incentives. Specifically, Internal Revenue Code §179D(d)(4) allows qualifying entities to receive up to \$1.80 per square foot in federal tax deductions for eligible projects placed into service between 2006 and 2016. The 316 Vernon Street Office Building is an eligible project under Section 179D. The tax deduction is of no value to the City of Roseville, as the City does not pay federal income tax. However, Section 179D allows the owner of a government building – in this case the City of Roseville - to transfer or allocate the deduction to designers of the technical specifications of the energy efficient property (e.g., architect, engineer, construction manager, contractor, etc).

In March, the City's construction manager for the 316 Vernon project (TM & Associates, Inc.) approached the City requesting the 179D deduction be allocated to them. In exchange, TM & Associates would refund the City an amount commensurate to their tax deduction, less 1) fees for an independent third party (alliantgroup) required by Section 179D to review the building and confirm the energy savings; and, 2) 10% of the remaining amount. Provided the building qualifies for the maximum credit of \$1.80 per square foot, the financial terms would generally be as follows:

- 82,000 square feet x \$1.80 per square foot = \$147,600 total possible deductible amount;
- TM & Associates claims a tax deduction on \$147,600 at the 25% tax rate for a total gross benefit of \$36,900;
- Alliantgroup's fee is 12% of \$147,600 (\$17,712) plus a maximum of \$500 for out of pocket expenses (\$17,712 + \$500 = \$18,212 total). This fee is paid directly by TM & Associates,

- resulting in a net benefit to TM & Associates of \$18,688 (\$36,900-\$18,212 = \$18,688);
- TM & Associates refunds to the City of Roseville 90% of the net benefit amount (\$18,688 x 90% = \$16,819.20)

Allocation of the 179D tax deduction will not result in any cost to the City, and would potentially result in a net fiscal positive of \$16,819.20 pending verification of eligibility by the independent third party. TM & Associates will bear the cost and assume the risk associated with the alliantgroup's third party review and documentation of the building's energy savings and eligibility under the Section 179D program. Based on preliminary review, the building would qualify for the maximum deductible amount.

Per the terms of the allocation agreement, TM & Associates will pay to the City its share of the Section 179D deduction amount within 14 calendar days after the filing of TM&A's combined personal return, but no later than 14 calendar days after the October 16, 2017 IRS filing deadline.

TM & Associates has been an outstanding partner to the City in its efforts to maximize 316 Vernon's construction efficiency and return on investment. In offering this proposal, TM & Associates is voluntarily and wholly assuming financial risk with minimal compensation in return. There is no known financial or other risk to the City as a result of this transaction. As such, staff recommends the Council authorize the City Manager to execute the allocation letter and agreement on behalf of the City.

FISCAL IMPACT

Execution of the 179D tax deduction allocation letter and agreement would potentially result in a positive fiscal impact of \$16,819.20, which would be credited to the Public Facilities Fund – the original funding source for construction of 316 Vernon.

ECONOMIC DEVELOPMENT / JOBS CREATED

Execution of the 179D tax deduction allocation letter and agreement is not expected to result in measurable job creation or economic benefit.

ENVIRONMENTAL REVIEW

Execution of the 179D tax deduction allocation letter and agreement will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15060(c)(2)) and is therefore not subject to CEQA review.

Respectfully Submitted,

Mike Isom, Development Services Manager

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resoluion No. 17-284

Tax Allocation Agreement

Section 179D Energy Efficiency Tax Deduction Allocation Letter

RESOLUTION NO. 17-284

APPROVING A TAX DEDUCTION ALLOCATION AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND TM & ASSOCIATES, INC., AND AUTHORIZING THE
CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a Tax Deduction Allocation agreement regarding the energy efficient
technical specifications of the office building located at 316 Vernon Street, by and between the
City of Roseville and TM & Associates, Inc. has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

TAX DEDUCTION ALLOCATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2017,
by and between the City of Roseville, a municipal corporation ("CITY"), and TM & Associates,
Inc., a California corporation ("CONSULTANT").

W I T N E S S E T H:

WHEREAS, on May 12, 2015, CITY contracted with CONSULTANT to provide
construction management consulting services related to the construction of the CITY-owned
office building located at 316 Vernon Street; and

WHEREAS, as part of its services, CONSULTANT worked with the engineer and the
architect throughout the design and construction phase of the project to create energy efficient
technical specifications; and

WHEREAS, 316 Vernon Street was placed into service prior to December 31, 2016; and

WHEREAS, as part of the Energy Policy Act of 2005, Congress enacted Section 179D of
the Internal Revenue Code to encourage the design and construction of energy efficient
commercial and government-owned buildings; and

WHEREAS, Section 179D authorizes qualifying entities to receive up to \$1.80 per square
foot in tax deductions for eligible projects placed into service from 2006 to the end of 2016; and

WHEREAS, as a governmental entity CITY does not pay taxes and hence is precluded
from claiming this tax deduction for 316 Vernon Street; and

WHEREAS, pursuant to Section 179D, government entities which own eligible buildings may allocate this tax deduction to taxpayers that create technical specifications for the installation of energy efficient systems in new government buildings; and

WHEREAS, taxpayers eligible to receive an allocation include architects, engineers, contractors, environmental consultants, and energy services providers who perform energy efficient work for new government buildings; and

WHEREAS, CONSULTANT is eligible to receive this allocation due to its energy efficiency work on 316 Vernon Street; and

WHEREAS, 316 Vernon Street is an eligible project; and

WHEREAS, CITY desires to allocate the Section 179D tax deduction for 316 Vernon Street to CONSULTANT pursuant to the terms and conditions outlined in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Allocation. CITY agrees to execute an allocation letter identifying CONSULTANT as the rightful recipient of the Section 179D tax deduction for 316 Vernon Street.
2. Verification. CONSULTANT is solely responsible for obtaining certification and onsite verification by a third-party, alliantgroup, of the energy reduction improvements at 316 Vernon Street. CITY will provide any necessary access to alliantgroup. Within fourteen (14) calendar days after completion of the certification, CONSULTANT shall provide to CITY a summary analysis detailing the energy-saving improvements and the final Section 179D deduction amount.

3. Deduction Distribution. The final Section 179D deduction amount shall be distributed as follows: (1) twelve percent (12%) of the final deduction amount plus a maximum of five hundred dollars (\$500) for out of pocket administrative expenses shall be paid by CONSULTANT to alliantgroup; (2) after payment to alliantgroup, CONSULTANT shall retain ten percent (10%) of the remaining Section 179D deduction amount for its administrative expenses incurred in obtaining this tax deduction; and (3) CONSULTANT shall pay to CITY the remaining ninety percent (90%) of the Section 179D deduction amount in consideration of the allocation given by CITY to CONSULTANT. CONSULTANT shall pay to CITY its share of the Section 179D deduction amount within fourteen (14) calendar days after the filing of its final combined personal return, but no later than fourteen (14) calendar days after the October 16, 2017 filing deadline.

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

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

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

[Signatures Next Page]

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


CITY OF ROSEVILLE, a
municipal corporation

TM & ASSOCIATES, INC., a California
corporation

BY: _____
ROB JENSEN
City Manager

BY: 
its: President

ATTEST:

and
BY: 
its: Secretary

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: 
KEVIN PAYNE
Development Services Director

SECTION 179D ENERGY EFFICIENT COMMERCIAL BUILDINGS DEDUCTION **ALLOCATION FORM**

As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code to encourage the design and construction of energy efficient buildings. Per IRC §179D(d)(4) and Notice 2008-40, government entities may allocate the energy efficient commercial buildings deduction to taxpayers that create technical specification for the installation of energy efficient commercial building property as part of the interior lighting, HVAC and hot water systems, or building envelope systems. Taxpayers eligible to receive an allocation may include an architect, engineer, contractor, environmental consultant, or energy services provider.

TM & Associates, Inc. created technical specifications for the installation of the energy efficient commercial building property which resulted in reduced energy consumption for the HVAC and hot water, lighting, and building envelope system and is eligible to be allocated the 179D Energy Efficient Commercial Building Deduction. Specifically, *TM & Associates, Inc.* provided input into the creation of technical specifications through the following:

- 1) *TM & Associates, Inc.* was hired by the City of Roseville as the construction management firm to manage the design and construction phases of the project. *TM & Associates, Inc.* worked with the engineer and architect throughout the design and construction phase in the creation of system specifications. Specifically, *TM & Associates, Inc.* recommended the thermal mass precast concrete through value engineering and this recommendation was selected by the project team. This selection lead to the project's downsizing of the mechanical equipment, as well as, reducing the insulation requirements.

The role of the allocating government entity is to confirm the scope of work performed and related information provided herein as eligible to pursue for the IRC §179D deduction by the taxpayer seeking the allocation, and not for determining if in fact the commercial building property is energy efficient.

City of Roseville hereby allocates *TM & Associates, Inc.* the Section 179D deduction for the property described below:

City of Roseville Building Information					
Property Name	Property Address	Placed in Service	Cost of Property	Allocated Systems	Allocation Percentage
316 Vernon Office Building	316 Vernon St. Roseville, CA 95678	December 2016	\$22,029,585	HVAC and hot water, lighting, and building envelope	100%

Following a third-party certification by a licensed professional engineer or contractor in the jurisdiction of the building, *City of Roseville* will be provided with a summary analysis detailing the energy-saving improvements and the final Section 179D deduction amount.

The authorized owner representative is not responsible for certification of the energy efficient commercial building property. The taxpayer receiving the allocation is solely responsible for obtaining the required certification and onsite verification and for ensuring their accuracy and substance.

City of Roseville Representative Information

Representative Name:	
Government Entity Name:	City of Roseville
Title:	
Mailing Address:	
Telephone Number:	
E-mail:	

TM & Associates, Inc. Representative Information

Representative Name:	Tom Manz
Eligible Taxpayer Entity Name:	TM & Associates, Inc.
Title:	President
Address:	2000 Opportunity Dr. #120 Roseville, CA 95678
Telephone Number:	916-724-1010
Representative E-mail:	tommanz@tmassociates.biz

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.

AGREED TO AND ACCEPTED:

Signature (City of Roseville Representative)

Date



Signature (TM & Associates, Inc. Representative)

5/17/17

Date



COUNCIL COMMUNICATION

CC #: 8583
File #: 0800-02

Title: Grant Preparation and Technical Services for Water Infrastructure Projects - Professional Services Agreement Amendment
Contact: Sean Bigley 916-774-5513 sbigley@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 6.26.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the attached First Amendment to the Professional Services Agreement with Stantec Consulting, Inc. and adopt a resolution authorizing the City Manager to execute it. This agreement will continue project work being performed on the city's behalf under the original scope of work and the original not-to-exceed amount for the contract of \$800,000. All work will be performed within the budget approved by the City Council.

BACKGROUND

On August 19, 2015, the City of Roseville entered into a Professional Services Agreement with MWH Americas, Inc. to provide grant tracking, planning and preparation services for state and federal grant opportunities for Environmental Utilities Department and Public Works Department projects. Additionally, within the approved scope of work, MWH would also provide strategic advisory services to the city as requested; and services to support infrastructure project/program advancement to ready those programs/projects for "shovel-ready status" and position those programs/projects for future funding opportunities. Services could include: technical support, planning, environmental documentation preparation, financial planning/analysis, modeling services, engineering support, graphic development, and other support services, as directed by the Environmental Utilities Director, Public Works Director, or their designee(s).

In March of 2016, Stantec, Inc. acquired and merged with MWH Americas, Inc. With the merger, the consultant staff that city staff has worked with have remained the same and Stantec, Inc. became the corporate name of the newly merged company.

Stantec, Inc. continues to assist staff on city projects so that they can become "shovel ready" and competitive for funding opportunities, as well as providing services other under the original scope of services. One area in particular is Stantec's work in helping the city advance its use of recycled water to further strengthen our long term water supply reliability.

Staff has been very satisfied with the work quality by Stantec, Inc. and recommend that the city

continue to work with Stantec, Inc. to further infrastructure projects that are important to the city.

The current Professional Services Agreement was approved for two years (current expiration is June 30, 2017) with a not to exceed amount of \$800,000.

Staff recommends that City Council approve the attached First Amendment to the Professional Services Agreement with Stantec, Inc. that would allow work to continue to be performed up to the original not-to-exceed amount of \$800,000 using the attached scope of services which reflects the original approved tasks. Up through March 2017, only \$148,674.60 has been spent on the Professional Services Agreement with Stantec, Inc. The amendment does not change the spending authority, but allows staff additional time to work through complex projects.

Any additional expenditures under this Professional Services Agreement would be made with Council approved budget from various enterprise funds within Environmental Utilities, funded with utility rate revenue, and approved General Fund budget for the Public Works Department.

FISCAL IMPACT

Approval of the attached First Amendment to the Professional Services Agreement with Stantec, Inc. would allow work to continue to be performed up to the original not-to-exceed amount of \$800,000 using the attached scope of services which reflects the original approved tasks. Up through March 2017, only \$148,674 has been spent on the Professional Services Agreement with Stantec, Inc.

The fiscal impact remains the same, and allows staff the flexibility to increase or decrease the use of services as needed within the original spending authority.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This First Amendment to the Professional Services Agreement with Stantec, Inc. is not a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guideline Section 15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Sean Bigley, Public Affairs Administrator

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-287

First Amendment to PSA

Scope of Services

RESOLUTION NO. 17-287

APPROVING A FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND STANTEC CONSULTING SERVICES, INC.,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a first amendment to professional services agreement for professional grant writing services, by and between the City of Roseville and Stantec Consulting Services, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Professional Grant Writing Services

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and Stantec Consulting Services, Inc., a New York corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated August 19, 2015 ("Agreement") regarding on-call grant writing services ("Project"); and

WHEREAS, CITY desires to amend the Agreement to continue providing services as described in CONSULTANT's letter/proposal dated April 17, 2017 which is attached hereto as Exhibit "A" and incorporated herein by reference; and

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

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall continue providing services as described in Exhibit "A" of this First Amendment to Agreement.
2. Paragraph 15 of the Agreement is amended to be labeled "Term and Termination" and an additional sentence at the beginning of the paragraph shall be added to confirm that:

“Subject to the below provisions, this Agreement will continue to be in effect until the original not-to-exceed amount of eight hundred thousand dollars (\$800,000) is expended.”

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

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

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

STANTEC CONSULTING SERVICES, a
New York corporation

BY: 
its: Senior Vice President

and
BY: 
its: Asst Secretary

APPROVED AS TO SUBSTANCE:

BY: 
RICHARD PLECKER
Environmental Utilities Director

EXHIBIT "A"

CITY OF ROSEVILLE – SCOPE OF SERVICES FOR ON-CALL GRANT WRITING SERVICES AND RELATED TECHNICAL AND PLANNING SERVICES

DESCRIPTION OF SERVICES

Stantec Consulting Services Inc. (hereinafter called “Stantec”), formerly MWH Americas, Inc., agrees to perform the following services: On-Call Grant Writing Services and Related Technical and Planning Services.

BACKGROUND

The City of Roseville's (hereinafter called “the City”) Environmental Utilities and Public Works departments have requested assistance from MWH for professional grant preparation, grant writing, strategic consultation, and related services to compete in upcoming competitive grant processes related to Proposition 1 (Water Bond) that will be managed by various state agencies, as well as other state and federal funding opportunities.

SCOPE OF SERVICES

Performance of the **on-call grant writing services and related technical and planning services** will be executed according to written requests from the Environmental Utilities Director, Public Works Director, or their designee(s). These services may be performed in support of a CITY-submitted funding proposal or a regional funding proposal submitted on behalf of the CITY.

Up to the Not-to-Exceed fee included in this Agreement, services may include the following tasks:

Task 1 - Strategic Pre-Planning, Advice, Consultation:

- Provide strategic pre-planning services for project/program development including periodic updates of the financing strategy related to positioning for upcoming opportunities and support on strategic partnering and coordination efforts.
- Conduct periodic check-in calls or meetings with MWH and CITY staff to discuss grant opportunities development and how the CITY can strategically position to have competitive, application-ready projects.
- Provide strategic advice as requested by the CITY.

Task 2 - Project/Program Planning and Development:

- Provide services to support infrastructure project/program advancement to ready projects for “shovel-ready status,” operational readiness, and future funding opportunities. These services may include: technical support, planning, environmental documentation preparation, financial planning/analysis, modeling services, engineering support, graphic development, and other support services, as directed by the Environmental Utilities Director, Public Works Director, or their designee(s).

Task 3 - Funding Opportunity Tracking, Assessment, Application Preparation/Submittal:

- Track funding program activities that are relevant to the CITY’S project/program concepts. This include the development of funding guidelines for Proposition 1 and other state and federal opportunities.
- Assess and advise when the CITY should consider engaging in a funding opportunity.
- Provide the full range of services to prepare and submit a funding proposal for CITY projects and programs. For each funding proposal, these services may include:
 - Coordinate information collection and outreach, as needed. MWH will prepare information such as the workplan, budget, schedule, and assist with developing project concepts, costs, benefits, and other materials to support the funding proposal. The workplan will contain the necessary details to show the process to complete the proposed tasks. The workplan will be developed using information provided by the CITY, consistent with grant guidelines and scoring criteria. The budget and schedule will be developed consistent with the work plan, and will be formatted per the requirements of the grant solicitation. Other supporting materials and visuals will be developed as needed to describe the project and its anticipated benefits, as they relate to the funding solicitation.
 - Assist in preparing other supplemental information (e.g., detailed scopes of work, budgets, schedules, financing information, environmental information, and performance monitoring plans), as well as with execution/administration of the funding agreement with the administering agency.
 - Participate in weekly meetings or conference calls to discuss funding application progress with CITY staff.

Task 4 - Grant Management and Reporting:

- Provide the full range of grant management and reporting services including coordination with grant administration staff, compliance with funding repayment requirements (e.g., invoices, progress reports, quarterly reports, final project reports), and other services, as required.

Task 5 - Project Management/Meetings:

- Conduct monthly check-in meetings with the CITY PM and staff to discuss funding opportunities and progress for the duration of the Agreement.
- Conduct project coordination and management for the duration of the Agreement including monthly project invoices and progress status summaries, team coordination, management of project budget and scope, etc.

The Not-To-Exceed fee is \$800,000 for the term of the Agreement.

CONTACT INFORMATION FOR STANTEC

Vanessa Nishikawa, PE
3301 C Street
Suite 1900
Sacramento, CA 95816
vanessa.nishikawa@stantec.com
916.418.8259



COUNCIL COMMUNICATION

CC #: 8601
File #: 0800-02

Title: Regional Public Affairs Program - Cost Share Agreement Amendment
Contact: Sean Bigley 916-774-5513 sbigley@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 6.27.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the proposed First Amendment to the Cost Share Agreement between the City of Roseville, City of Sacramento, Placer County Water Agency (PCWA) and the San Juan Water District (SJWD) will allow PCWA to be reimbursed for additional outreach activities agreed upon by the partnering agencies engaged in the ongoing regional strategic water public affairs program focused on significant water efficiency legislation currently in the State Senate.

BACKGROUND

In December 2016, the Roseville City Council approved the City of Roseville to participate in a Cost Share Agreement between City of Sacramento, Placer County Water Agency (PCWA) and the San Juan Water District (SJWD) to fund, develop and implement a regional strategic water public affairs program to provide the benefits to the partnering agencies.

Since then, the regional strategic water public affairs program has been primarily involved in building support and momentum around two state water efficiency bills that are sponsored by the Regional Water Authority, and currently in the State Senate, and opposing other water conservation legislation that is being promoted by the State Water Resources Control Board and the Governor's Administration.

The total amount of the original Cost Share Agreement is \$240,000 among the four cost share agencies. This item proposes that the Cost Share Agreement be amended to add \$60,000 to bring the new amended total for the Cost Share Agreement to \$300,000.

Therefore, by approving this First Amendment to the Cost Share, Roseville would contribute an additional \$15,000 to the regional strategic water public affairs program under the Cost Share Agreement. The additional \$15,000 would help fund additional outreach activities related to two state water efficiency bills that are sponsored by the Regional Water Authority, and currently in the State Senate, and opposing other water conservation legislation that is being promoted by the State Water Resources Control Board and the Governor's Administration.

FISCAL IMPACT

The proposed additional \$15,000 cost share contribution by Roseville for the additional outreach activities will be funded from approved FY 17 water outreach budget which is funded through rate revenue from the Water Operations Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This proposed First Amendment to the Cost Share Agreement between the City of Roseville, City of Sacramento, Placer County Water Agency (PCWA) and the San Juan Water District (SJWD) adjustment is not a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guideline Section 15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Sean Bigley, Public Affairs Administrator

Richard Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-298

First Amendment for Cost Share Agreement

RESOLUTION NO. 17-298

APPROVING A FIRST AMENDMENT TO COST SHARE AGREEMENT FOR WATER PUBLIC AFFAIRS PLANNING AND COMMUNICATION BY AND BETWEEN THE CITY OF ROSEVILLE, THE CITY OF SACRAMENTO, PLACER COUNTY WATER AGENCY AND SAN JUAN WATER DISTRICT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Cost Share Agreement for Water Public Affairs Planning and Communication by and between the City of Roseville, the City of Sacramento, Placer County Water Agency and San Juan Water District, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



PLACER COUNTY WATER AGENCY

BOARD OF DIRECTORS

Gray Allen, District 1
Primo Santini, District 2
Mike Lee, District 3
Robert Dugan, District 4
Joshua Alpine, District 5

Einar Maisch, General Manager

BUSINESS CENTER

144 Ferguson Road
MAIL
P.O. Box 6570
Auburn, CA 95604
PHONE
(530) 823-4850
(800) 464-0030
WWW.PCWA.NET

June 1, 2017

City of Roseville
City of Sacramento
San Juan Water District

SUBJECT: Cost Share Agreement for Water Public Affairs Planning and Communication

This letter serves as Amendment No. One to the "Cost Share Agreement for Water Public Affairs Planning and Communication" entered into by the Cities of Roseville and Sacramento, the San Juan Water District and Placer county Water Agency (Parties) on April 13, 2017.

The Parties to the Agreement have recently conferred regarding additional outreach efforts necessary to further our joint goals, and have decided to increase the 2017 budget by \$60,000 to account for the additional effort. As a result, each participants' share shall increase by \$15,000 in 2017. All other terms and conditions of the original Cost Share Agreement shall remain in full force and effect.

As provided in Section 7 of the Agreement, the "Agreement may be amended only in writing upon approval by all of the parties and their respective governing bodies." As Administrator of the Agreement, Placer County Water Agency requests your acknowledgement that the 2017 approved budget shall be increased by from \$240,000 to \$300,000. A signature page for your entity is included in this letter. Please return the signed acknowledgement to:

Placer County Water Agency
C/O Vibeke Figueroa
PO Box 6570
Auburn, CA 95604

Sincerely,

PLACER COUNTY WATER AGENCY

Andrew Fecko
Director of Resource Development

CITY OF ROSEVILLE, a
municipal corporation

BY: _____

ROB JENSEN
City Manager

DATE: _____

ATTEST:

BY: _____

City Clerk

DATE: _____


APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

DATE: _____

APPROVED AS TO SUBSTANCE:

BY: 

RICHARD PLECKER
Environmental Utilities Director

DATE: _____



COUNCIL COMMUNICATION

CC #: 8610
File #: 0800-02

Title: Strategic, Policy and Technical Support Services for Federal Water Issues - Professional Services Agreement Amendment
Contact: Sean Bigley 916-774-5513 sbigley@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 6.28.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the attached Second Amendment to the Professional Services Agreement with Municipal Consulting Group, LLP (MCG) to continue access to strategic, policy and technical support services for federal water issues under a reorganized scope of work and increases the not-to-exceed amount of the Professional Services Agreement from \$109,900 to a new not-to-exceed amount of \$189,900. All work will be performed within the budget approved by the City Council, funded through Environmental Utilities Water Operations Fund which receives revenue from water utility rate charges.

BACKGROUND

In November 2015, the City of Roseville entered into a Professional Services Agreement (PSA) with Municipal Consulting Group, LLP (MCG) to provide a scope of services that included support in legislative, regulatory, policy, and federal water service contracting matters for the City of Roseville. The original scope of services included a not-to-exceed amount of \$20,100.

In March 2016, the scope of services was amended to expand services provided by MCG to include support for responding to Bureau of Reclamation's (USBR) water rate, budget and financial issues including review and constructing of a joint regional solution to proposed policies for Warren Act rates, assessing impacts to water rates of future Central Valley Project Improvement Act (CVPIA) and Cal WaterFix related costs, and strategies for involvement in Reclamation's budget formulation process. These additional services added \$88,400 to the agreement, for a total of \$109,900.

The attached Second Amendment to the PSA for MCG proposes a reorganized scope of services that reflects the range of support that MCG has provided from the original scope of services, and previously approved changes, including support on interim and long-term water service contracts, technical support on water assignments, support on issues related to the Bureau of Reclamation's participation in the CalWaterFix project and the upcoming Bay Delta Water Quality Control Plan, as well as a wide range of CVP-related financial issues that impact the City of Roseville, which will add another \$80,000 to the agreement.

MCG has provided access to a retired former Bureau of Reclamation official with vast institutional knowledge who has assisted staff in navigating, successfully, on a variety of technical, policy and financial issues. Maintaining access to this resource is critical to ensure continued success and in our ongoing effort to increase Roseville's water supply reliability. In addition to additional spending authority this amendment organizes the scope of services and tasks more effectively to provide strategic planning a policy support.

FISCAL IMPACT

Approval of the attached Second Amendment to the Professional Services Agreement with Municipal Consulting Group, LLP (MCG) would allow work to continue to be performed under the reorganized attached scope of work and authorize the Environmental Utilities Director to commence work with MCG up to an amended not-to-exceed amount of \$189,900. Initial estimated work, with the attached reorganized scope of services, contemplates the following continued work under the proposed Tasks 4 and 5: Second Contract Amendment Task # Elements MCG Hours TOTAL COST 4 Interim/LT Contract assistance, other strategic advice 104 \$21,800 4 WaterSMART & other federal funding opportunities 50 \$10,500 Subtotal, Task 4 154 \$32,300 5 SMUD Partial Assignment 110 \$23,100 5 CVP Cost Allocation issues 75 \$15,750 5 On-call representation for key technical venues 32 \$6,720 Subtotal, Task 5 217 \$45,570 Other direct costs \$2,130 TOTAL 371 \$80,000 Activities will be funded through Environmental Utilities Water Operations Fund which receives revenue from water utility rate charges.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This Second Amendment to the Professional Services Agreement with Municipal Consulting Group, LLP (MCG) is not a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guideline Section 15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Sean Bigley, Public Affairs Administrator

Richard D. Plecker, Environmental Utilities Director



Rob Jensen, City Manager

ATTACHMENTS:**Description**

Resolution No. 17-305

Second PSA Amendment

RESOLUTION NO. 17-305

APPROVING A SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ROSEVILLE AND MUNICIPAL CONSULTING GROUP, LLP,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, a second amendment to professional services agreement for strategic, policy and technical support services for Federal water issues, by and between the City of Roseville and Municipal Consulting Group, LLP, has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

Project: State and Regional Water Supply Support

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and Municipal Consulting Group, LLP, a California limited liability partnership (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Services Agreement dated November 5, 2015 and amended on March 2, 2016 (“Agreement”) regarding State and Regional Water Supply Support (“Project”); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT’s letter/proposal dated May 12, 2017, which is attached hereto as Exhibit “A” and incorporated herein by reference; and

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

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit “A” of this Second Amendment to Agreement.

2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

“CITY shall pay eighty thousand dollars (\$80,000), in consideration of the additional services as set forth in Exhibit “A” to the Second Amendment to Agreement. This brings the total not to exceed contract amount to one hundred eighty-nine thousand, nine hundred dollars (\$189,900).”

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

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

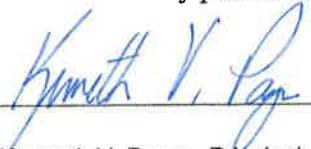
CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

MUNICIPAL CONSULTING GROUP,
LLP, a limited liability partnership

BY:  _____
its: Kenneth V. Payne, Principal / Partner

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:


BY:  _____
RICHARD D. PLECKER
Environmental Utilities Director

EXHIBIT “A”



SCOPE OF WORK

Date: May 12, 2017

To: Sean Bigley, City of Roseville Public Affairs Administrator

From: Kenneth V. Payne, Partner

Subject: **Environmental Utilities Department: Amendment Under Tasks 4 and 5**

SCOPE OF WORK

Continue to work with Roseville's Environmental Utilities Department to assist, review and support the implementation of their long-term water supply strategy. Providing information on the Bay Delta Conservation Plan; remand of the Biological Opinions for the Operations Criteria and Plan - USBR; Development of the Operations Manual at Folsom being developed by the Corps of Engineers; Term 14 Impacts - USBR; the Municipal and Industrial Shortage policy - USBR; and other issues as requested (ex. the lower American River Flow Standard – Water Forum).

MANAGEMENT STRUCTURE

Oversight of this work will be under the following structure:

Project Manager (City): Sean Bigley, Public Affairs Administrator, Public Affairs & Communications, City Manager's Office

Project manager (MCG): Kenneth V. Payne, P.E., Partner

Task 1 - Bureau / Central Valley Project Water Association Meetings

MCG will attend meetings as requested by the City to provide insight and help with developing positions on policy or statute with the Intent of protecting the City's long-term water supply contracts with the Bureau of Reclamation. Information garnered at the various meetings will be summarized in fact sheets and submitted to the City for reference.

No added resources in Second Contract Amendment

Task 2 - Staff Briefings

As needed, MCG will brief City staff to keep them abreast of what the current thinking is on key water policy areas associated with the Bureau of Reclamation and give suggestions on how the city can participate in solutions to protect and enhance the City or Roseville's interests. MCG staff will be available for regular staff briefings on an interval determined by the Project Manager.

No added resources in Second Contract Amendment

Task 3 – Representation

As directed, MCG will represent the City at legislative briefings in both State and Federal arenas, specifically providing input to staff on legislative and regulatory issues that are Roseville centric.

No added resources in Second Contract Amendment.



Task 4 - Strategic Advice

As needed, MCG will be a strategic resource to assist the City's efforts in legislative, regulatory, policy and other issues. This may also include representation on key legislative and regulatory venues, as requested.

Examples of types of work:

- General support from MCG in navigating contract renewals through the Bureau management structure, interaction with the Department of Interior leadership and members of Congress, as needed.
- Support in furthering City's water infrastructure projects via federal program budgets as well as grant programs, as requested.
- Support and advice on regulatory areas related that could impact the CVP and its contractors such as – CalWaterFix, Bay Delta Water Quality Plan updates, and specific tributary actions.
- Strategic advice for EU Director from Michael Finnegan and other resources MCG can provide on federal agency specific water issues important to the City.

Task 5 – Technical Assistance

As needed, MCG will provide strategic and technical assistance related to water resources management issues. As an example, this could include operational, contracting, financial and other related areas. This may also include representation in key technical venues, as requested.

Examples of types of work:

- Assisting in the possible deal with SMUD on a partial assignment of their water to Roseville.
- Analysis and assistance in CVP cost allocation issues.
- Provide on-call representation at key technical venues for regional matters related to water assignments, federal, state and environmental matters.

Second Contract Amendment

Task #	Elements	MCG Hours	TOTAL COST
4	Interim/LT Contract assistance, other strategic advice	104	\$21,800
4	WaterSMART & other federal funding opportunities	50	\$10,500
Subtotal, Task 4		154	\$32,300
5	SMUD Partial Assignment	110	\$23,100
5	CVP Cost Allocation issues	75	\$15,750
5	On-call representation for key technical venues	32	\$6,720
Subtotal, Task 5		217	\$45,570
Other direct costs			\$2,130
TOTAL		371	\$80,000



COUNCIL COMMUNICATION

CC #: 8595
File #: 0704-01

Title: Sierra Crossing School/Park Project (W-50A) - Professional Design Services Agreement
Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 6.29.

RECOMMENDATION TO COUNCIL

Approve the professional design services agreement with Mark Thomas & Company for \$83,890.00 for design and construction documents on the Sierra Crossing (W-50A) School/Park Project and adopt a resolution to authorize the City Manager to execute the agreement.

BACKGROUND

The Parks, Recreation & Libraries Department is planning to construct the park located at parksite W-50A in the West Roseville Specific Plan. Sierra Crossing (Parksite W-50A) is located adjacent to Orchard Ranch Elementary School on Loveland Way and Brookstone Drive.

In April 2017, the Parks, Recreation, & Libraries Department issued a Request for Qualifications (RFQ) to provide Landscape Architectural Design Services. Seven (7) firms submitted a Letter of Interest/Response to the RFQ. Mark Thomas & Company was selected as the most qualified to complete the construction document preparation. The scope of work will include preparation of the design development drawings and construction documents including additive alternatives in order to meet the budget constraints of the project.

The tentative schedule is to return to Council in January 2018 for approval of the construction documents and advertisement for bid with a targeted start of construction in spring 2018.

FISCAL IMPACT

Allocations for the preparation of the construction documents were approved in the FY2016/17 budget through the West Roseville Neighborhood Park Development Fund. Funding for construction has been included in the FY2017/18 Capital Improvement Program budget. Funding for maintenance will be through the Westpark Community Facilities District for Services. There will be no impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Both the construction and maintenance of the park will include contractors. This job opportunity will help stimulate the local economy in two related but separate sectors, the construction industry as well as the landscape maintenance industry. Additionally, the park is expected to provide incentive to potential home buyers to purchase a home near a developed park and within easy access thus boosting home sales in the area.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Tara L. Gee, Park Planning & Development Superintendent

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-295

Professional Design Agreement

RESOLUTION NO. 17-295

APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND MARK THOMAS & COMPANY, INC., AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a professional design services agreement regarding landscape architectural services for Sierra Crossing (W-50A) School/Park, by and between the City of Roseville and Mark Thomas & Company, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL DESIGN SERVICES AGREEMENT

Project: Landscape Architectural Services for Sierra Crossing (W-50A) School/Park

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

W I T N E S S E T H:

WHEREAS, CITY desires professional design services consisting of landscape
architectural services for the Sierra Crossing (W-50A) School/Park project; and

WHEREAS, CONSULTANT has prepared a proposal dated April 10, 2017, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
design services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this
reference.
2. Compensation. For its services provided hereunder, CONSULTANT shall be
compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "A." Total compensation shall not exceed eighty-three thousand, eight hundred ninety dollars (\$83,890).

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

3. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY.

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

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

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

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

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

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

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

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

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

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

expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

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

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

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

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

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

12. Representation and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or

making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE

CONSULTANT

Dion Louthan
Parks, Recreation and Libraries Director
316 Vernon Street, Suite 400
Roseville, CA 95678

Mark Thomas & Company, Inc.
7300 Folsom Boulevard, Suite 203
Sacramento, CA 95826

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

MARK THOMAS & COMPANY, INC., a
California corporation

BY: _____
ROB JENSEN
City Manager

BY: 
its: Vice President

and

ATTEST:

BY: 
its: CFO

BY: _____
SONIA OROZCO
City Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
DION LOUTHAN
Parks, Recreation and Libraries Director

EXHIBIT “A”



April 10, 2017

Tara L. Gee, CLA#3868
Park Planning & Development Superintendent
City of Roseville
Parks, Recreation & Libraries
316 Vernon Street, Roseville, CA 95678
(916) 774-5253

**RE: LANDSCAPE ARCHITECTURAL SERVICES FOR SIERRA CROSSING (W-50A)
SCHOOL/PARK**

Dear Tara,

Thank you for the opportunity to continue working on the 6.5-acre Park Site W-50A project. We are extremely excited to see the project move forward and look forward to the day when the project is fully realized and construction is complete.

Based on our understanding, the City would like to move forward with the construction document phase of the project. This work includes preparation of construction documents and other tasks as outlined below. All required environmental documents and any other document or task not specifically listed below will be provided by the City. Plans and specifications will be prepared using City of Roseville Standards. This scope of services and associated compensation is based on a total construction budget of \$1.2 million, up to two bid alternates, and the improvements shown on the master plan dated 11/18/16. No restrooms are anticipated.

1.0 PROJECT MANAGEMENT AND STARTUP

- 1.01 **Project Management:** Mark Thomas will coordinate and manage the project team. In addition to ongoing general coordination, Mark Thomas will prepare monthly status reports addressing the progress of the project, project schedule, identify decisions that must be made to keep the project on schedule, and a list of work that has been accomplished in the previous month and

forecasted for the upcoming month along with project invoices.

A critical path method schedule will be maintained and updated throughout the life of the project to track progress. Finished tasks will be shown as complete and tasks on the horizon will be highlighted to identify potential challenges that could cause delays.

- 1.02 **Project Meetings:** Mark Thomas will attend project meetings with City staff and others as warranted to review and establish information for the development of the proposed project. We will begin with a project kick-off meeting to be sure of a mutual understanding of the intended purposes, protocols, standards, objectives, milestones, scope of improvements, construction budget, potential bid alternates, and deliverables of the project. At the project kick-off meeting, Mark Thomas will distribute a master Critical Path Method (CPM) schedule as a draft for review by the City. The draft CPM schedule will then be updated using comments received.

Thereafter, meetings will generally be held at key project milestones. Mark Thomas will take the lead in conducting the meetings including preparation and distribution of the meeting agenda, arrangement of attendance of meeting participants, and preparation and distribution of meeting summaries, including the recap of actions to be taken prior to the next meeting. This scope assumes the following milestone meetings (5 total):

- a) Kickoff meeting
- b) Design Development (30% submittal) review
- c) 70% submittal construction document review
- d) 99% submittal construction document review
- e) One additional meeting as warranted

- 1.03 **Relevant Documents and Data Collection:** Obtain from the City staff relevant background documents. Relevant documents may include: property information including parcel maps with easements, prior planning studies and conceptual plans, grant application and conditions documents, utility information, adjacent school site plans, and other information as available from City archives (including records of previous public outreach efforts relevant to this project). Catalog documents and identify additional required references.

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Task 1 Deliverables

- Meeting agendas and summaries

2.0 DESIGN DEVELOPMENT

2.01 **Topographic Survey:** Mark Thomas will prepare a topographic survey of the project area. Survey will document overall site, existing features, approximate property/easement lines, contours at 1ft intervals, locations of existing site features, and existing utilities (above and below ground). Limits of the survey will be extended to the center of the perimeter roadways.

Utility potholing and boundary survey is not included in the scope of work. The site is owned in full by the City and therefore no title research or delineation of easements is necessary.

2.02 **Site Reconnaissance:** With topographic survey in hand, conduct site review to document existing conditions and site features, field verify topographic survey elements, and photograph site for in-house study and reference.

2.03 **Design Development Package (30% submittal):** Upon completion of the site reconnaissance, Mark Thomas will proceed to prepare a Design Development Package. The purpose of the package is to transition the project from master plan level to construction documents and to verify utility points of connection, irrigation equipment, plant palette, rough construction details, general dimensions, materials, colors, and finishes. Package will include:

- a) Cover Sheet
- b) Clearing and Grubbing Plan
- c) Grading Plan
- d) Site Construction Plan
- e) Irrigation Plan and Equipment List – Plan will be limited to point of connection location information, mainline layout, and hatching of irrigation type
- f) Planting Plan and Plant List
- g) Details

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- h) Outline of Specifications
- i) Estimate of Probable Construction Costs

Plans will be prepared in AutoCAD at 20 or 30 scale utilizing City of Roseville's standard title block.

Task 2 Deliverables

- Design Development Package
 - One set 24x36 plans (with details)
 - One set of 8 ½ x 11 spec outline and cost estimate
 - One electronic copy of plans, spec outline and estimate

3.0 CONSTRUCTION DOCUMENTS

3.01 **Electrical Engineering:** Mark Thomas will provide the services of an electrical engineer to prepare construction documents for site lighting and electrical.

3.02 **70% Submittal:** Based on comments received Mark Thomas will proceed to develop construction documents to the 70% level of completion. Plans will be prepared using AutoCAD at 20 or 30 scale. Documents will include:

- a) Cover Sheet
- b) Erosion and Sediment Control Plan and Details
- c) Clearing and Grubbing Plan and Details
- d) Grading and Drainage Plan and Details
- e) Site Construction Plan and Details
- f) Parking Lot Grading Plan
- g) Parking Lot Layout Plan and Details
- h) Irrigation Plan and Details
- i) Planting Plan and Details
- j) Site Electrical Plans and Details
- k) Technical Specifications (City standard format) – “Up front” sections (invitation, bond forms, general conditions, etc) to be provided by the City
- l) Estimate of Probable Construction Costs

On-site drainage calculations will be prepared by our in-house civil engineers. It

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is assumed that the receiving storm drain pipe has sufficient capacity to accommodate the flows and no further analysis will be required. Our landscape architects will prepare parking lot grading and layout design with quality control review provided by our in-house civil engineers.

3.03 99% Submittal: Based on comments received Mark Thomas will refine construction documents (listed above) to a 99% level. We will also prepare a contract bid form and submit with the technical specification.

3.04 Final Bid Set Submittal: Based on comments received Mark Thomas will finalize construction documents as a complete bid set.

Task 3 Deliverables

- 70% Submittal
 - One set 24x36 plans (with details)
 - One set of 8 ½ x 11 technical specifications and cost estimate
 - One electronic copy of the set
- 99% Submittal
 - One set 24x36 plans (with details)
 - One set of 8 ½ x 11 technical specifications, bid form and cost estimate
 - One electronic copy of the set
- Final Bid Set Submittal
 - One set 24x36 plans (with details), stamped and wet signed
 - One set of 8 ½ x 11 technical specifications, bid form and cost estimate (transposed onto bid form)
 - One electronic copy of the set
 - AutoCAD and MSWord files of the set

4.0 ADDITIONAL SERVICES

4.01 All tasks not specifically noted above could be performed as additional services. These tasks include, but are not limited to, all revisions or additional submittals required by the City or any other agency's review, other meetings, additional design studies, or other tasks not specifically noted in the foregoing scope. These services would be billed hourly or on a lump sum fee basis to be documented in a written amendment to this agreement.

5.0 OPTIONAL TASKS

5.01 **Geotechnical Evaluation:** It is understood that existing geotechnical documents are available for the immediate vicinity of the park site. However, should it be necessary, as an optional task, Mark Thomas will provide the services of a geotechnical engineer to conduct up to two borings, evaluate the geotechnical conditions of the site, and provide recommendations for footing design of the park's structural elements and paving design for vehicular and pedestrian pavement areas. A geotechnical summary memorandum will be prepared and submitted as part of the Design Development/30% submittal.

5.02 **Stormwater Pollution Prevention Plan (SWPPP):** As an optional task, Mark Thomas will prepare the project's SWPPP and State Water Board Coordination for the WDID application, and uploading the SWPPP to the State's SMARTS website.

5.03 **Bidding and Construction Assistance:** Mark Thomas is prepared to provide bidding and construction assistance services.

Bidding assistance may include

- a) Coordinate with City and provide consultation during the bidding process.
- b) Provide written answers to all questions during the bidding process.
- c) Prepare all necessary addenda. Provide printer ready addenda in hard format and appropriate electronic files for distribution.
- d) Attend pre-bid meeting.

Construction assistance may include

- a) Attend Pre-construction meeting.
- b) Review submittals.
- c) Provide consulting during the construction phase of the project, including providing written responses to the City regarding Requests for Information from the Contractor and assist City staff in preparing Change Orders as required.
- d) Perform periodic construction visits (assume up to three during the

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construction period) to observe and evaluate the ongoing construction and attend job meetings. Prepare a short report of field observations and distribute it to all pertinent team members.

- e) Attend a substantial completion review of the project and assist City staff to prepare 'Punch List' of remaining items to be completed.
- f) Participate in final inspection and make a recommendation to the City of project acceptance.

We would also prepare Record Drawings for the City after construction is complete. These drawings will be based on red-lined as-builts provided by the City construction manager or City contractor. Record drawings will be prepared with AutoCAD.

COMPENSATION SUMMARY

1.0	Project Management and Startup (hourly, not to exceed)	\$6,312
2.0	Design Development (hourly, not to exceed)	\$25,559
3.0	Construction Documents	
	Mark Thomas (hourly, not to exceed)	\$46,219
	<u>Electrical Engineer (hourly, not to exceed)</u>	<u>\$5,100</u>
	Subtotal for Task 3.0	\$51,319
4.0	Additional Services	to be determined
	<u>Reimbursable Expenses (allowance)</u>	<u>\$700</u>
Total Estimated Compensation for Tasks Listed		\$83,890
5.0	Optional Tasks	
	5.01 Geotechnical Evaluation (hourly, tentative allowance)	\$7,480
	5.02 Stormwater Pollution Prevention Plan (hourly, tentative allowance)	\$4,752
	5.03 Bidding & Construction Assistance (hourly, tentative allowance)	\$4,469

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The tasks outlined above are my understanding of the requirements discussed in our conversations. We will be able to commence our services immediately upon receipt of a signed service order. If you have any further thoughts or questions, please give me a call.

Sincerely,

MARK THOMAS



Erik Smith, PLA, ASLA
Associate/Division Manager
Landscape Architecture and Urban Design Division



COUNCIL COMMUNICATION

CC #: 8613

File #: 0704

Title: On-Call Landscape Architectural Services - Professional Design Services Agreements

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

Meeting Date: 7/5/2017

Item #: 6.30.

RECOMMENDATION TO COUNCIL

Approve the professional design services agreements for on-call landscape architectural services with three firms, Verde Design, Schmidt Design Group and Quadriga Landscape Architecture and adopt resolutions to authorize the City Manager to execute the agreements.

BACKGROUND

The Parks, Recreation & Libraries Department is projecting a number of Capital Improvement Projects, including new park design and construction and major rehabilitation projects over the next four to five years.

In March 2017, the Parks, Recreation, & Libraries Department issued a Request for Proposals (RFP) to provide on-call Landscape Architectural Design Services. Eleven (11) firms submitted a Letter of Interest/Response to the RFP. Verde Design, Schmidt Design Group and Quadriga Landscape Architecture ranked as the top three. Given the forecasted volume of work, staff recommends awarding agreements to the top three in order to allow for a variety of services, an ability to match the type of project to the firm's expertise, the ability to respond in a timely manner and to allow for an equitable distribution of work. Additionally, these firms will be available to provide plan reviews for private development projects should demand and volume exceed available staffing resources without adding fulltime park planning staff.

The agreements include a one year base term with the option of two additional one year extensions for each firm.

FISCAL IMPACT

Funding for professional services shall be provided through: 1) Capital Improvement Projects as approved during the fiscal year budgets, 2) an approved professional services budget, or 3) developer reimbursements. Project specific quotes will be obtained prior to the start of any work.

The three year total is not to exceed \$150,000.00 per firm. There will be no impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Design and construction document preparation services are the first step toward construction of park improvements. Both the construction and maintenance of the park will include contractors. This job opportunity will help stimulate the local economy in two related but separate sectors, the construction industry as well as the landscape maintenance industry.

ENVIRONMENTAL REVIEW

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

Respectfully Submitted,

Tara L. Gee, Park Planning & Development Superintendent

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-308

PDSA - Verde

Resolution No. 17-309

PDSA - Schmidt

Resolution No. 17-310

PDSA - Quadriga

RESOLUTION NO. 17-308

APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE
CITY OF ROSEVILLE AND VERDE DESIGN, INC., AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional design services agreement for on-call landscape architectural services, by and between the City of Roseville and Verde Design, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL DESIGN SERVICES AGREEMENT

Project: On-Call Landscape Architectural Services

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

W I T N E S S E T H:

WHEREAS, CITY desires professional design services consisting of on-call landscape
architectural services; and

WHEREAS, CONSULTANT has prepared a proposal dated March 17, 2017.

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
design services.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on
June 30, 2018. CITY may, in its sole discretion, elect to extend the Agreement in one (1) year
increments for up to an additional two (2) years by giving CONSULTANT thirty (30) days
advance written notice of each optional one (1) year renewal.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services called for under CITY's Request for Proposal #13-044 attached hereto as EXHIBIT "A"
and incorporated herein by this reference.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the compensation rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed one hundred fifty thousand dollars (\$150,000).

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

4. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY.

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

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

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO")

CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

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

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

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

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

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

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

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

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

have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

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

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

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

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

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

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

13. Representation and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE

Dion Louthan
Parks, Recreation & Libraries Director
316 Vernon Street, Suite 400
Roseville, CA 95678

CONSULTANT

Derek McKee
Principal
2455 The Alameda
Santa Clara, CA 95050

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


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

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

CITY OF ROSEVILLE, a
municipal corporation


BY: _____
ROB JENSEN
City Manager

VERDE DESIGN, INC., a
California corporation

BY: 
its: PRINCIPAL

and

ATTEST:

BY: 
its: Director of Finance

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:


BY: 
DION LOUTHAN
Parks, Recreation and Libraries Director

EXHIBIT "A"



REQUEST FOR PROPOSALS

On-Call Landscape Architectural Services

DUE: March 17th, 2017

3:00 PM

Deliver to:

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

CITY OF ROSEVILLE

NOTICE FOR PROPOSALS

On-Call Landscape Architectural Services

NOTICE IS HEREBY GIVEN that proposals for **On-call Parks Construction Inspection Services** will be received by the City of Roseville. Proposals will be accepted **ONLY** at the office of the **City Clerk, Civic Center, 311 Vernon Street, Roseville, CA, 95678**, until 3:00 p.m., **March 17th, 2017**. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected consultant. The City reserves the right to reject any or all proposals and to waive any informalities or irregularities in any proposal or in the proposal process.

Date

Tara Gee
Park Planning & Development Superintendent

IMPORTANT!!!

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

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

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

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

On-Call Landscape Architectural Services

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1.0 INTRODUCTION

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

1.1 BACKGROUND and CITY OVERVIEW

Roseville is an Incorporated City with a population of over 128,382 residents, located on Interstate 80, approximately 15 miles northeast of Sacramento, California. Planners predict the population of Roseville will reach 135,000+ residents. Roseville has experienced an accelerated growth rate that has expanded the size of city staff and services dramatically, while outgrowing many of the city's existing facilities. Despite the economic downturn, Roseville remains one of the top growth centers for residential and commercial development.

The City of Roseville's park development program includes building over 76 new parks and major recreation facilities during the last 18 years at a cost of approximately \$90 million. The park development schedule responds to the expressed needs of the Roseville community and development agreements negotiated with new specific plans. During the most challenging economic period, the Roseville City Council approved a new specific plan and plan processing for another area to be annexed into Roseville. Combined, these two plans could add an additional 20,000 residents and 25 additional new parks at a value of \$50 million.

1.2 INSTRUCTIONS

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

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

Direct all inquiries regarding this RFP in writing to:

City of Roseville
Parks, recreation & Libraries
Attn: Tara Gee, Park Planning & Development Superintendent
316 Vernon Street
Roseville, CA 95678
Fax: (916) 774-5253
Email: tgee@roseville.ca.us

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

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

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

2.0 TENTATIVE SCHEDULE

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

RFP Released by the City.....	February 3, 2017
Deadline for Final Questions.....	February 17, 2017
City Responses to Written Questions.....	February 23, 2017
Proposal Submission Deadline.....	March 17, 2017
Consultant Interviews as needed.....	TBD
Contract Negotiations.....	TBD
Contract Approval by City Council.....	April 2017
Commencement of Services.....	April/May 2017

3.0 QUESTION & ANSWER PERIOD

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. In order to make the responses timelier, all potential submitted should read this document thoroughly prior to submitting questions.

Clarifications will be issued in the form of a written addendum to the RFP once the Q&A period is closed.

4.0 SCOPE OF SERVICES

The selected consultant shall provide on-call landscape architectural services. The consultant shall:

- Dedicate a single point of contact that will act as liaison between the City and Consulting firm
- Dedicate a consistent landscape architect to work with the Department project managers
- Be thoroughly familiar with the Parks Construction Standards and Public Works Design & Construction Standards (both available online)
- Understand which applications each of the standards are applied
- Be knowledgeable of building codes, including but not limited to ADA, fire, plumbing, mechanical, structural, etc
- Provide plan review services for private development that impacts Department assets such as streetscapes and parks (Volume of plan reviews is estimated between 18 to 20 hours a month. (Volume

is dependent on private development and is not intended to be a guarantee of hours.) See Section 6.0 for additional information.

- Coordinate with other city departments on behalf of the Parks, Recreation & Libraries department
- Assist in updating the Parks Construction Standards details in AutoCad (v2014 or higher)
- Provide landscape architectural services on a project by project basis. This would include AutoCad services (v 2014 or higher)
- Communicate both verbally and in writing regarding project and plan review status updates to the Park Planning & Development Superintendent
- Review contractor invoices and recommend approval to the city's project manager consistent with the actual work status

4.1 Multiyear Agreements - The initial contract will be from date of award through June 2018. The City reserves the right to renew the contract for Two (2) additional years, one year at a time at its sole discretion. The vendor receiving the contract award for the initial contract will retain that contract award throughout the life of the contract, including the optional renewal years.

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

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

5.0 ASSURANCE OF DESIGNATED PROJECT TEAM

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

6.0 SUBMISSION FORMAT REQUIREMENTS

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

Consultants are encouraged to keep the submissions brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Excessive information will not be considered favorably.

Unauthorized conditions, omissions, limitations or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.

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

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

Proposals to be contained in a sealed and labeled envelope shall be based on a plan review average of 18 to 20 hours a month. These are estimates only and are not intended to be a guarantee of hours.

Proposals shall be on a time and materials basis and assume the following:

- a. An average of three reviews per project
- b. Turn-around times:
 1. First review is four (4) weeks)
 2. Second resubmittal review – three (3) weeks and
 3. Third submittal review - two (2) weeks.

6.1 Cover Letter with the following information:

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

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

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

- Proposals which are submitted by an Individual Doing Business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm name and style.

- 6.3 **TAB A: Firm’s Qualifications** – Describe your firm and provide a statement of your firm’s qualifications for performing the requested services specific to park construction projects. Identify the services which would be completed by your firm’s staff and those that would be provided by sub-consultants or sub-contractors, if any. Identify any sub-consultants or sub-contractors you propose to utilize to supplement your firm’s staff. Include the firm’s organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.
- 6.4 **TAB B: Experience and References** – Provide a summary of your firm’s experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm’s team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names and contact persons’ names, addresses and telephone numbers. Public sector references are preferred.
- 6.5 **TAB C: Qualifications of Team** – Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to this project, including length of service with the firm and the qualifications/experience of any sub-consultant or sub-contractor staff on your project team. A project team organizational diagram and brief resume of each team member and the designated project manager/lead for each applicable category shall be included. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants or sub-contractors shall be listed. Include sub-consultant’s and sub-contractor’s assigned task(s) and experience. Full resumes may be included in the appendix.
- 6.6 **TAB D: Methodology** – Based on the available information, supplemental research, field observations, and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City’s stated goals. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths that your firm may have related to this project. City staff will assess your understanding of all aspects of the project based on the overview.
- 6.7 **TAB F: Hourly Rates** – Provide a list of hourly rates associated with each title that might be involved in inspection services. Define any reimbursable expenses requested to be paid by the City.
- 6.8 **TAB G: Required Statements/Documents** – Include statements of assurance regarding the following requirements in the proposal:
- Non-substitution for the designated members of the team without approval by City staff (**Section 5.0**)
 - The absence of a conflict of interest (**Section 10.4**)
 - Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (**Section 10.7**). (Please note that actual certificates of insurance are not required as part of your submittal.)
 - A statement that nothing contained in the submitted proposal will be proprietary. (**Section 10.21**)

Submit the following documents with proposal:

- Executed copy of Proposer’s Certification (**Attachment A**)

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

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

7.0 SUBMITTAL INSTRUCTIONS

7.1 Your submittal package shall include the following:

- **One (1) original copy** of your proposal; and
- **One (1) electronic copy** of your proposal in PDF format on a flash drive

7.2 Proposals for plan reviews shall be submitted in a separate **SEALED** envelope. Proposals for other projects shall be submitted at the time a project has been selected for parks construction inspection. Proposals shall be based on the hourly rates provided in Tab F.

7.3 Responses and **SEALED** proposals for plan review shall be submitted to:

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

7.4 Faxed and/or emailed proposals will not be accepted.

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

7.6 Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. **No exceptions.**

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

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

8.0 EVALUATION CRITERIA

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

<u>Evaluation Criteria</u>	<u>Maximum Points Possible</u>
A. Experience and qualifications of firm and sub-consultants/sub-contractors (per Sections 6.3 - 6.5)	40
B. Experience in park design and construction documents	35
C. Understanding of plan processing with public agency	25
Total Possible Points:	100

9.0 SELECTION PROCESS

- 9.1 Award of the RFP shall be made to the responsible proposer whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. A master averaged score sheet shall be created based on the evaluation panel's initial evaluation. Proposals shall be scored according to the criteria stated in the RFP.
- 9.2 Proposals submitted will be reviewed by a selection committee. Consultants that have submitted the best and most complete proposals may be invited to an interview. The number of Consultants invited to an interview may vary depending upon the number of proposals submitted.
- 9.3 Should the City elect to conduct interviews with any proposers, the following criteria shall be considered and each proposer ranked by the evaluation panel during the interview process: a) Quality of presentation, b) Ability to meet the City's business goals, c) Communication style.
- 9.4 The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the Consultant might propose.
- 9.5 A contract will be negotiated with the Consultant considered best meeting the City's need for this project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the Consultant considered next best in meeting the City's needs for this particular project.
- 9.6 The selected Consultant will be required to execute a City prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.
- 9.7 The award of any contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract.
- 9.8 The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Consultant(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price

shall govern.

- 9.9 Once a decision has been made to award the contract, then a formal notice of the intent to award to the recommended proposer(s) shall be made by the Department.
- 9.10 A City of Roseville business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of contract.

10.0 GENERAL TERMS & CONDITIONS

- 10.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected Consultant will be required to execute an agreement prepared by the City, a sample of which is included as **Attachment B**.
- 10.2 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the City. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorneys' fees), and damage of any kind related to such matters.
- 10.3 **Non-Appropriation.** The City may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 10.4 **Conflict of Interest.** The Consultant shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Consultants submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Consultant or the Consultant's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a Consultant has no conflicts of interest, a statement to that effect must be included in the proposal. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.
- 10.5 **Undue Influence.** The Consultant shall warrant via an executed Proposer's Certification (**Attachment A**) that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Consultant, or from any officer, employee or agent of the Consultant, in connection with the award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

- 10.6 **Non-Collusion.** Consultant submitting proposals shall warrant via an executed Proposer's Certification (**Attachment A**) that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary consultant and the associated sub-consultants or sub-contractors.
- 10.7 **Indemnification & Insurance Requirements.** The City's standard indemnification and insurance requirements are provided in the sample contract, included in **Attachment B**. All costs of complying with the insurance requirements shall be as included in your pricing. The selected Consultant shall provide complete and valid insurance certificates within ten (10) days of the City's written request. Failure to provide the documents within the time stated may result in rejection of the Consultant's proposal. Alterations to the terms and conditions shall not be allowed.
- 10.8 **Cost of Preparing Proposal.** The City will not pay any costs incurred by any Consultant in preparing or submitting a proposal in response to this RFP.
- 10.9 **Proposals Property of the City.** All documents or materials submitted with or in conjunction with any proposal, including but not limited to electronic files, shall become the property of the City after the proposal submission deadline. No submission documents will be returned. During negotiations, the scope of services may be amended by the City and negotiated based upon ideas provided by other proposers or any other source.
- 10.10 **Proposals are Public Records.** All proposals submitted are subject to the public disclosure requirements under the laws of the State of California, unless the City identifies and exercises a right or obligation to exempt any record from public disclosure. However, proposals will not be disclosed until negotiations are complete and a recommendation for selection and award is made.
- 10.11 **Protests.**
- (a) **Protest Requirements**
- (1) Any proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest with the City Clerk's office. The protest must be received in writing by the City Clerk's office within seven (7) calendar days after such aggrieved proposer 1) knows or should have known of the facts giving rise thereto or 2) the date of the notice of intent to award, whichever is sooner. In no event shall a protest be allowed after an award has been made by City Council. If the seventh calendar day falls on a weekend or City holiday, the protesting party may submit the protest prior to close of business on the first business day following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest.
- (b) **Grounds for Protest**
- (1) The alleged grounds for protest shall be limited to the following: (a) computation errors, (b) violations of local, state, or federal law, or (c) the City failed to follow the procedures specified in this Policy.

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

(c) Administrative Review

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

(d) Stay of Action During a Protest

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

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

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

- 10.12 **Rejection of RFP.** The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any Consultant in response to any RFP. This RFP does not constitute any form of offer to contract.
- 10.13 **Multiple Award.** The City reserves the right to award the contract to multiple contractors when applicable.
- 10.14 **Increasing/Decreasing Portions of RFP.** The City reserves the right to increase or decrease the amount of any portions of the work represented in the RFP and/or to omit portions of said work, as may be deemed necessary by the City.
- 10.15 **Rejection as Non-Responsive.** Proposals may be rejected as non-responsive at the City's sole discretion if there are alterations of form, the proposal is conditional or the proposal is incomplete.
- 10.16 **Modifying RFP.** The City reserves the right to modify any portion of, or to postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason.
- 10.17 **If no proposal is accepted,** the City may elect to have the services performed in some other manner.
- 10.18 **Rejecting Team Members, Firms or Sub-consultants.** The City reserves the right to reject individual team members, firms, sub-consultants or sub-contractors and request substitution prior to contract award.

- 10.19 **Local Business, Small Business, Minority and Women Owned Business.** Although no preferences will be given, the City highly encourages submission of proposals by local businesses, by small business owners, and by minority and women-owned businesses.
- 10.20 **Withdrawal of Proposals.** Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer delivered to the City Clerk's Office. Proposals submitted will become property of the City after the proposal submission deadline.
- Proposals may not be withdrawn for ninety (90) days after the due date unless the City enters into a contract with another Consultant prior to the expiration of that ninety (90) day period.
- 10.21 **Electronic Transmittals.** No electronic mail, telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.
- 10.22 **Proposal Postponement and Amendment.** The City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this RFP through the City's web site. Copies of such amendments shall be furnished to all prospective proposers. Prospective proposers are defined as those proposers who have registered and are on the City's RFP list for this service. If revisions and amendments require changes in quantities, prices or scope of services, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney's Office, on the City supplied addendum form will be rejected as non-responsive. Any revisions or amendments to the RFP will become incorporated into any contract awarded pursuant to the RFP.
- 10.23 **Proprietary Information.** Proposers submitting a proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. However, if a proposer desires to claim a privilege against public disclosure for a trade secret or other proprietary information, such information must be submitted with the proposal in a separate envelope marked "confidential." The City Attorney's Office will determine if the information is in fact proprietary, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Consultant shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "confidential" portion of the proposal.
- 10.24 **Right to Request Additional Information.** During the evaluation process, the City reserves the right, where it may serve the best interests of the City, to request additional information and clarifications from proposers. Such information will be requested in writing to the specific proposer. This information will become a part of the original proposal submitted by the specific proposer and will be used by the City in evaluating the proposal and will not be shared with other proposers during the evaluation and negotiation process.
- 10.25 **Modification of Proposals.** Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.

- 10.26 **Examination of Contract Documents.** Each proposer shall thoroughly examine and be familiar with the terms of this RFP, the sample contract attached as **Attachment B**, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the contract documents. Submission of a proposal shall constitute acknowledgement, upon which the City may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve the proposer of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of any contract document.
- 10.27 **Non-Discrimination.** The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that the City's contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, medical condition, and all other categories protected by law. Upon acceptance of a proposal, the City may request that the selected Consultant sign a statement affirming its compliance with this policy.
- 10.28 **No Assignment or Modifications.** This awarded contract is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein Consultant shall not assign, transfer, subcontract, or otherwise substitute its interest in the agreement or any of its obligations herein without the written consent of the City. The Agreement may be modified only by a written amendment signed by the parties.
- 10.29 **Bankruptcy.** Upon filing for any bankruptcy or insolvency proceeding whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Consultant must notify the City immediately. Upon learning the actions herein identified, the City reserves the right, at its sole discretion, to cancel the contract.

Attachment A

PROPOSER'S CERTIFICATION

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

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

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

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

TELEPHONE NUMBER

EMAIL

Type of Organization:

____ Sole Proprietorship

____ Corporation

____ State of Incorporation

____ Partnership

____ Limited Liability Company

Attachment B
SAMPLE CONTRACT



PURCHASING
CITY OF ROSEVILLE

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

SERVICE AGREEMENT

SERVICE AGREEMENT

No: _____

SERVICE LOCATION: _____

REQ. NO.: _____ DATE: _____

SUBMIT ALL INVOICES TO:

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

Contractor No.: _____

Telephone No.: _____

Email address: _____

Contractor: _____

Fax: _____

Department: _____

Acct. Code: _____

Buyer: _____

Phone: _____

Start Date	Terms	Completion Date	Insurance Limits	Contact
			Approved by Risk Mgt.	

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

SAMPLE

Total Cost of Service: \$ _____

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

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

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

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☐ CORPORATION

CONTRACTOR: _____
SIGNATURE PRINT NAME TITLE

CONTRACTOR: _____
SIGNATURE PRINT NAME TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Consultant is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to.
- 10a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Consultant shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultant's work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and subconsultants.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Consultant shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor" and "Consultant" are used interchangeably.
18. All tangible materials ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.
19. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

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



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENT

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence
\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville -Insurance Compliance
PO Box 12010-R1
Hemet, CA 92546-8010

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

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

Insurance Submission Process

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

How It Works

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

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

SEALED PROPOSAL



**IMPORTANT
NOTICE TO
PROPOSER**

The envelope containing your proposal **MUST** have:
1. Your name and address in the **UPPER** left corner.
2. This label on the **LOWER** left corner.

RFP NAME

PROPOSAL DUE DATE

PROPOSAL DUE TIME

A.M. P.M.
PROPOSAL FOR

**TIME SENSITIVE. DELIVER TO
CITY CLERK IMMEDIATELY.**

EXHIBIT “B”



VERDE DESIGN

Verde Design, Inc.
Charge Rate Schedule

Effective until December 31, 2017

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

Project Rates

Principal	\$200.00 per hour
Project Manager/Construction Manager	
Level Four	\$190.00 per hour
Level Three	\$175.00 per hour
Level Two	\$155.00 per hour
Level One	\$140.00 per hour
IT Manager	\$155.00 per hour
CAD Manager	\$145.00 per hour
Project Designer	\$130.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$125.00 per hour
Draftsperson Level II	\$110.00 per hour
Draftsperson Level I	\$105.00 per hour
Project Administrator	\$80.00 per hour
Intern	\$70.00 per hour

Reimbursable Rates

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

Reimbursable Expenses

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service

RESOLUTION NO. 17-309

APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND SCHMIDT DESIGN GROUP, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional design services agreement for on-call landscape architectural services, by and between the City of Roseville and Schmidt Design Group, Inc., has been reviewed by the City Council; and

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

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

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL DESIGN SERVICES AGREEMENT

Project: On-Call Landscape Architectural Services

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

W I T N E S S E T H:

WHEREAS, CITY desires professional design services consisting of on-call landscape
architectural services; and

WHEREAS, CONSULTANT has prepared a proposal dated March 17, 2017.

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
design services.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on
June 30, 2018. CITY may, in its sole discretion, elect to extend the Agreement in one (1) year
increments for up to an additional two (2) years by giving CONSULTANT thirty (30) days
advance written notice of each optional one (1) year renewal.

2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services called for under CITY's Request for Proposal #13-044 attached hereto as EXHIBIT "A"
and incorporated herein by this reference.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the compensation rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed one hundred fifty thousand dollars (\$150,000).

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

4. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY.

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

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

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO")

CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

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

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

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

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

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

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

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

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

have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Time is of the Essence. Time is of the essence of this Agreement.
8. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.
9. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.
10. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.
11. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.
12. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

13. Representation and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

15. Copyright, Ownership and Use of Materials. All tangible materials ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings, papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

16. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

17. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

19. Severability. If any of the provisions contained in this Agreement is for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

20. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Dion Louthan
Parks, Recreation & Libraries Director
316 Vernon Street, Suite 400
Roseville, CA 95678

CONSULTANT

Schmidt Design Group, Inc.
1111 6th Avenue, Suite 500
San Diego, CA 92101

Either party may amend its address for notice by giving notice to the other party in writing.

21. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20____, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager


ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
DION LOUTHAN
Parks, Recreation and Libraries Director

SCHMIDT DESIGN GROUP, INC., a
California corporation

BY:  _____
its: President

and


BY:  _____
its: Secretary

EXHIBIT “A”



REQUEST FOR PROPOSALS

On-Call Landscape Architectural Services

DUE: March 17th, 2017

3:00 PM

Deliver to:

**City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678**

CITY OF ROSEVILLE

NOTICE FOR PROPOSALS

On-Call Landscape Architectural Services

NOTICE IS HEREBY GIVEN that proposals for **On-call Parks Construction Inspection Services** will be received by the City of Roseville. Proposals will be accepted **ONLY** at the office of the **City Clerk, Civic Center, 311 Vernon Street, Roseville, CA, 95678**, until 3:00 p.m., **March 17th, 2017**. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected consultant. The City reserves the right to reject any or all proposals and to waive any informalities or irregularities in any proposal or in the proposal process.

Date

Tara Gee
Park Planning & Development Superintendent

IMPORTANT!!!

The City is not responsible for misdelivered proposals, and the proposer is strictly liable for its chosen method of delivery. It is the proposer's sole responsibility to make sure that proposals arrive at the proper location. Any proposal which does not actually arrive in the City Clerk's Office by the RFP due date and time will be rejected as non-responsive, even if properly addressed or delivered to another City Department.

Your proposal **MUST** be addressed and delivered as follows:

**City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678**

The proposer is also directed to include the attached "Sealed Proposal" label on the outside of the package or envelope so that it is visible when delivered to the City.

On-Call Landscape Architectural Services

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1.0 INTRODUCTION

The City of Roseville (hereinafter “City”), is soliciting proposals for On-Call Landscape Architectural Services. This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (hereinafter “Consultant(s)”), that meet the requirements set forth in this Request for Proposals (hereinafter “RFP”), and are capable of providing the services requested are encouraged to participate.

1.1 BACKGROUND and CITY OVERVIEW

Roseville is an Incorporated City with a population of over 128,382 residents, located on Interstate 80, approximately 15 miles northeast of Sacramento, California. Planners predict the population of Roseville will reach 135,000+ residents. Roseville has experienced an accelerated growth rate that has expanded the size of city staff and services dramatically, while outgrowing many of the city’s existing facilities. Despite the economic downturn, Roseville remains one of the top growth centers for residential and commercial development.

The City of Roseville’s park development program includes building over 76 new parks and major recreation facilities during the last 18 years at a cost of approximately \$90 million. The park development schedule responds to the expressed needs of the Roseville community and development agreements negotiated with new specific plans. During the most challenging economic period, the Roseville City Council approved a new specific plan and plan processing for another area to be annexed into Roseville. Combined, these two plans could add an additional 20,000 residents and 25 additional new parks at a value of \$50 million.

1.2 INSTRUCTIONS

This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal. Failure to follow these instructions may result in rejection of your proposal.

No oral representations or interpretations will be made to any proposer as to the meaning of this RFP.

Direct all inquiries regarding this RFP in writing to:

City of Roseville
Parks, recreation & Libraries
Attn: Tara Gee, Park Planning & Development Superintendent
316 Vernon Street
Roseville, CA 95678
Fax: (916) 774-5253
Email: tgee@roseville.ca.us

Do not contact other individuals or City departments in this regard. Information provided by anyone other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if it is in writing and issued by the City department issuing the RFP. No oral interpretations or answers shall bind the City unless confirmed by the City in writing.

All addenda for this RFP will be distributed to proposers who have registered with PublicPurchase.com and who have downloaded the RFP. **It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP.** Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE SCHEDULE

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFP Released by the City.....	February 3, 2017
Deadline for Final Questions.....	February 17, 2017
City Responses to Written Questions.....	February 23, 2017
Proposal Submission Deadline.....	March 17, 2017
Consultant Interviews as needed.....	TBD
Contract Negotiations.....	TBD
Contract Approval by City Council.....	April 2017
Commencement of Services.....	April/May 2017

3.0 QUESTION & ANSWER PERIOD

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. In order to make the responses timelier, all potential submitted should read this document thoroughly prior to submitting questions.

Clarifications will be issued in the form of a written addendum to the RFP once the Q&A period is closed.

4.0 SCOPE OF SERVICES

The selected consultant shall provide on-call landscape architectural services. The consultant shall:

- Dedicate a single point of contact that will act as liaison between the City and Consulting firm
- Dedicate a consistent landscape architect to work with the Department project managers
- Be thoroughly familiar with the Parks Construction Standards and Public Works Design & Construction Standards (both available online)
- Understand which applications each of the standards are applied
- Be knowledgeable of building codes, including but not limited to ADA, fire, plumbing, mechanical, structural, etc
- Provide plan review services for private development that impacts Department assets such as streetscapes and parks (Volume of plan reviews is estimated between 18 to 20 hours a month. (Volume

is dependent on private development and is not intended to be a guarantee of hours.) See Section 6.0 for additional information.

- Coordinate with other city departments on behalf of the Parks, Recreation & Libraries department
- Assist in updating the Parks Construction Standards details in AutoCad (v2014 or higher)
- Provide landscape architectural services on a project by project basis. This would include AutoCad services (v 2014 or higher)
- Communicate both verbally and in writing regarding project and plan review status updates to the Park Planning & Development Superintendent
- Review contractor invoices and recommend approval to the city's project manager consistent with the actual work status

4.1 Multiyear Agreements - The initial contract will be from date of award through June 2018. The City reserves the right to renew the contract for Two (2) additional years, one year at a time at its sole discretion. The vendor receiving the contract award for the initial contract will retain that contract award throughout the life of the contract, including the optional renewal years.

The initial contract will be awarded based on the prices determined through the initial contract negotiation process. Sixty days prior to the expiration date of the current contract, the City is willing to re-negotiate out-year pricing (increases and/or decreases) based on market fluctuations. The pricing for each renewal year will be evaluated based on what the City deems to be fair and reasonable pricing. Any requests made by the vendor for a price increase must be fully documented utilizing an appropriate Consumer or Producer Price Index or other relevant market data to justify a price change. In its request for price increases Seller shall cite sources, specific conditions, and document how those conditions affect the cost. The City of Roseville is also willing to re-negotiate pricing if it is affected by catastrophic circumstances (example: unforeseen national/world crisis or acts of God).

Price adjustments will not be automatic. They must be mutually agreed upon by both the City and the vendor. The City will review the proposed pricing and determine if it is allowable, fair, reasonable, and in the best interest of the City to extend the agreement.

5.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including sub-consultants or sub-contractors (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team, sub-consultant(s) or sub-contractor(s) shall not be made without the prior written approval of the City.

6.0 SUBMISSION FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the information specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Any additional information that a proposing Consultant wishes to include that is not specifically requested should be included in an appendix to the proposal.

Consultants are encouraged to keep the submissions brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Excessive information will not be considered favorably.

Unauthorized conditions, omissions, limitations or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.

Submitters are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

The submittal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this section as specified below.

Proposals to be contained in a sealed and labeled envelope shall be based on a plan review average of 18 to 20 hours a month. These are estimates only and are not intended to be a guarantee of hours.

Proposals shall be on a time and materials basis and assume the following:

- a. An average of three reviews per project
- b. Turn-around times:
 1. First review is four (4) weeks)
 2. Second resubmittal review – three (3) weeks and
 3. Third submittal review - two (2) weeks.

6.1 Cover Letter with the following information:

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting Consultant will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number).

6.2 Signature Requirements - The attached Proposer's Certification (**Attachment A**) shall be executed by an official(s) legally authorized to bind the Consultant which states that the proposal is valid for ninety (90) days. Include the executed copy of the Proposer's Certification under Tab G. Note: This is ninety (90) days following the closing date for the receipt of all proposals.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-in-Fact. If signed by the Attorney-in-Fact, there shall be attached to the proposal a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted on behalf of a Limited Liability Company ("LLC") shall be signed by the person or persons authorized to bind the LLC under the LLC's articles of organization.

- Proposals which are submitted by an Individual Doing Business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm name and style.

- 6.3 **TAB A: Firm’s Qualifications** – Describe your firm and provide a statement of your firm's qualifications for performing the requested services specific to park construction projects. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants or sub-contractors, if any. Identify any sub-consultants or sub-contractors you propose to utilize to supplement your firm’s staff. Include the firm’s organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.
- 6.4 **TAB B: Experience and References** – Provide a summary of your firm’s experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm’s team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names and contact persons’ names, addresses and telephone numbers. Public sector references are preferred.
- 6.5 **TAB C: Qualifications of Team** – Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to this project, including length of service with the firm and the qualifications/experience of any sub-consultant or sub-contractor staff on your project team. A project team organizational diagram and brief resume of each team member and the designated project manager/lead for each applicable category shall be included. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants or sub-contractors shall be listed. Include sub-consultant’s and sub-contractor’s assigned task(s) and experience. Full resumes may be included in the appendix.
- 6.6 **TAB D: Methodology** – Based on the available information, supplemental research, field observations, and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City’s stated goals. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths that your firm may have related to this project. City staff will assess your understanding of all aspects of the project based on the overview.
- 6.7 **TAB F: Hourly Rates** – Provide a list of hourly rates associated with each title that might be involved in inspection services. Define any reimbursable expenses requested to be paid by the City.
- 6.8 **TAB G: Required Statements/Documents** – Include statements of assurance regarding the following requirements in the proposal:
- Non-substitution for the designated members of the team without approval by City staff (**Section 5.0**)
 - The absence of a conflict of interest (**Section 10.4**)
 - Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (**Section 10.7**). (Please note that actual certificates of insurance are not required as part of your submittal.)
 - A statement that nothing contained in the submitted proposal will be proprietary. (**Section 10.21**)

Submit the following documents with proposal:

- Executed copy of Proposer’s Certification (**Attachment A**)

- 6.9 **TAB H: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (**Attachment B**). The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City’s determination of whether it is possible to successfully negotiate a contract with your firm.
- 6.10 **TAB I: Competency of Proposers** – The City wants to ensure that the successful Consultants has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain.

7.0 SUBMITTAL INSTRUCTIONS

- 7.1 Your submittal package shall include the following:

- **One (1) original copy** of your proposal; and
- **One (1) electronic copy** of your proposal in PDF format on a flash drive

- 7.2 Proposals for plan reviews shall be submitted in a separate **SEALED** envelope. Proposals for other projects shall be submitted at the time a project has been selected for parks construction inspection. Proposals shall be based on the hourly rates provided in Tab F.

- 7.3 Responses and **SEALED** proposals for plan review shall be submitted to:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

- 7.4 Faxed and/or emailed proposals will not be accepted.
- 7.5 The City shall not be responsible for proposals delivered to a person or location other than that specified herein.
- 7.6 Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. **No exceptions.**
- 7.7 The City reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.
- 7.8 All costs associated with proposal preparation shall be borne by the proposer.

8.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

<u>Evaluation Criteria</u>	<u>Maximum Points Possible</u>
A. Experience and qualifications of firm and sub-consultants/sub-contractors (per Sections 6.3 - 6.5)	40
B. Experience in park design and construction documents	35
C. Understanding of plan processing with public agency	25
Total Possible Points:	100

9.0 SELECTION PROCESS

- 9.1 Award of the RFP shall be made to the responsible proposer whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. A master averaged score sheet shall be created based on the evaluation panel's initial evaluation. Proposals shall be scored according to the criteria stated in the RFP.
- 9.2 Proposals submitted will be reviewed by a selection committee. Consultants that have submitted the best and most complete proposals may be invited to an interview. The number of Consultants invited to an interview may vary depending upon the number of proposals submitted.
- 9.3 Should the City elect to conduct interviews with any proposers, the following criteria shall be considered and each proposer ranked by the evaluation panel during the interview process: a) Quality of presentation, b) Ability to meet the City's business goals, c) Communication style.
- 9.4 The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the Consultant might propose.
- 9.5 A contract will be negotiated with the Consultant considered best meeting the City's need for this project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the Consultant considered next best in meeting the City's needs for this particular project.
- 9.6 The selected Consultant will be required to execute a City prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.
- 9.7 The award of any contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract.
- 9.8 The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Consultant(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price

shall govern.

- 9.9 Once a decision has been made to award the contract, then a formal notice of the intent to award to the recommended proposer(s) shall be made by the Department.
- 9.10 A City of Roseville business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of contract.

10.0 GENERAL TERMS & CONDITIONS

- 10.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected Consultant will be required to execute an agreement prepared by the City, a sample of which is included as **Attachment B**.
- 10.2 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the City. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorneys' fees), and damage of any kind related to such matters.
- 10.3 **Non-Appropriation.** The City may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 10.4 **Conflict of Interest.** The Consultant shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Consultants submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Consultant or the Consultant's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a Consultant has no conflicts of interest, a statement to that effect must be included in the proposal. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.
- 10.5 **Undue Influence.** The Consultant shall warrant via an executed Proposer's Certification (**Attachment A**) that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Consultant, or from any officer, employee or agent of the Consultant, in connection with the award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

- 10.6 **Non-Collusion.** Consultant submitting proposals shall warrant via an executed Proposer's Certification (**Attachment A**) that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary consultant and the associated sub-consultants or sub-contractors.
- 10.7 **Indemnification & Insurance Requirements.** The City's standard indemnification and insurance requirements are provided in the sample contract, included in **Attachment B**. All costs of complying with the insurance requirements shall be as included in your pricing. The selected Consultant shall provide complete and valid insurance certificates within ten (10) days of the City's written request. Failure to provide the documents within the time stated may result in rejection of the Consultant's proposal. Alterations to the terms and conditions shall not be allowed.
- 10.8 **Cost of Preparing Proposal.** The City will not pay any costs incurred by any Consultant in preparing or submitting a proposal in response to this RFP.
- 10.9 **Proposals Property of the City.** All documents or materials submitted with or in conjunction with any proposal, including but not limited to electronic files, shall become the property of the City after the proposal submission deadline. No submission documents will be returned. During negotiations, the scope of services may be amended by the City and negotiated based upon ideas provided by other proposers or any other source.
- 10.10 **Proposals are Public Records.** All proposals submitted are subject to the public disclosure requirements under the laws of the State of California, unless the City identifies and exercises a right or obligation to exempt any record from public disclosure. However, proposals will not be disclosed until negotiations are complete and a recommendation for selection and award is made.
- 10.11 **Protests.**
- (a) **Protest Requirements**
- (1) Any proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest with the City Clerk's office. The protest must be received in writing by the City Clerk's office within seven (7) calendar days after such aggrieved proposer 1) knows or should have known of the facts giving rise thereto or 2) the date of the notice of intent to award, whichever is sooner. In no event shall a protest be allowed after an award has been made by City Council. If the seventh calendar day falls on a weekend or City holiday, the protesting party may submit the protest prior to close of business on the first business day following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest.
- (b) **Grounds for Protest**
- (1) The alleged grounds for protest shall be limited to the following: (a) computation errors, (b) violations of local, state, or federal law, or (c) the City failed to follow the procedures specified in this Policy.

(2) The protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

(c) Administrative Review

Upon receipt of the protest and after determining the protest was properly filed, the Department Director shall provide a copy of the protest to other proposers who might become aggrieved as a result of the protest and issue a written decision within fourteen (14) calendar days after receipt of the protest. The protest will be evaluated by the Department Director, the City Attorney's Office, and the Purchasing Manager. The protesting proposer shall promptly provide any information requested by City staff as part of such investigation. The decision shall either deny or uphold the protest and include reasons for the decision. The written decision shall be final.

(d) Stay of Action During a Protest

In the event a protest is filed under Section 10.11, the City shall not proceed further with the award of the contract until the protest is resolved, unless:

(1) The Director of Central Services makes a determination that the award of the contract without delay is necessary to protect a substantial interest of the City, or

(2) The City decides to reject all proposals and issue a new RFP.

- 10.12 **Rejection of RFP.** The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any Consultant in response to any RFP. This RFP does not constitute any form of offer to contract.
- 10.13 **Multiple Award.** The City reserves the right to award the contract to multiple contractors when applicable.
- 10.14 **Increasing/Decreasing Portions of RFP.** The City reserves the right to increase or decrease the amount of any portions of the work represented in the RFP and/or to omit portions of said work, as may be deemed necessary by the City.
- 10.15 **Rejection as Non-Responsive.** Proposals may be rejected as non-responsive at the City's sole discretion if there are alterations of form, the proposal is conditional or the proposal is incomplete.
- 10.16 **Modifying RFP.** The City reserves the right to modify any portion of, or to postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason.
- 10.17 **If no proposal is accepted,** the City may elect to have the services performed in some other manner.
- 10.18 **Rejecting Team Members, Firms or Sub-consultants.** The City reserves the right to reject individual team members, firms, sub-consultants or sub-contractors and request substitution prior to contract award.

- 10.19 **Local Business, Small Business, Minority and Women Owned Business.** Although no preferences will be given, the City highly encourages submission of proposals by local businesses, by small business owners, and by minority and women-owned businesses.
- 10.20 **Withdrawal of Proposals.** Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer delivered to the City Clerk's Office. Proposals submitted will become property of the City after the proposal submission deadline.
- Proposals may not be withdrawn for ninety (90) days after the due date unless the City enters into a contract with another Consultant prior to the expiration of that ninety (90) day period.
- 10.21 **Electronic Transmittals.** No electronic mail, telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.
- 10.22 **Proposal Postponement and Amendment.** The City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this RFP through the City's web site. Copies of such amendments shall be furnished to all prospective proposers. Prospective proposers are defined as those proposers who have registered and are on the City's RFP list for this service. If revisions and amendments require changes in quantities, prices or scope of services, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney's Office, on the City supplied addendum form will be rejected as non-responsive. Any revisions or amendments to the RFP will become incorporated into any contract awarded pursuant to the RFP.
- 10.23 **Proprietary Information.** Proposers submitting a proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. However, if a proposer desires to claim a privilege against public disclosure for a trade secret or other proprietary information, such information must be submitted with the proposal in a separate envelope marked "confidential." The City Attorney's Office will determine if the information is in fact proprietary, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Consultant shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "confidential" portion of the proposal.
- 10.24 **Right to Request Additional Information.** During the evaluation process, the City reserves the right, where it may serve the best interests of the City, to request additional information and clarifications from proposers. Such information will be requested in writing to the specific proposer. This information will become a part of the original proposal submitted by the specific proposer and will be used by the City in evaluating the proposal and will not be shared with other proposers during the evaluation and negotiation process.
- 10.25 **Modification of Proposals.** Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.

- 10.26 **Examination of Contract Documents.** Each proposer shall thoroughly examine and be familiar with the terms of this RFP, the sample contract attached as **Attachment B**, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the contract documents. Submission of a proposal shall constitute acknowledgement, upon which the City may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve the proposer of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of any contract document.
- 10.27 **Non-Discrimination.** The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that the City's contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, medical condition, and all other categories protected by law. Upon acceptance of a proposal, the City may request that the selected Consultant sign a statement affirming its compliance with this policy.
- 10.28 **No Assignment or Modifications.** This awarded contract is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein Consultant shall not assign, transfer, subcontract, or otherwise substitute its interest in the agreement or any of its obligations herein without the written consent of the City. The Agreement may be modified only by a written amendment signed by the parties.
- 10.29 **Bankruptcy.** Upon filing for any bankruptcy or insolvency proceeding whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Consultant must notify the City immediately. Upon learning the actions herein identified, the City reserves the right, at its sole discretion, to cancel the contract.

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

TELEPHONE NUMBER

EMAIL

Type of Organization:

____ Sole Proprietorship

____ Corporation

____ State of Incorporation

____ Partnership

____ Limited Liability Company

Attachment B
SAMPLE CONTRACT



PURCHASING
CITY OF ROSEVILLE

SERVICE AGREEMENT

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

No: _____

SERVICE LOCATION: _____

REQ. NO.: _____ DATE: _____

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: _____
Telephone No.: _____
Email address: _____
Contractor: _____

Fax: _____

Department: _____

Acct. Code: _____

Buyer: _____

Phone: _____

Start Date	Terms	Completion Date	Insurance Limits	Contact
			Approved by Risk Mgt.	

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

SAMPLE

Total Cost of Service: \$ _____

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: _____ Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☐ CORPORATION

CONTRACTOR: _____
SIGNATURE PRINT NAME TITLE

CONTRACTOR: _____
SIGNATURE PRINT NAME TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Consultant is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to.
- 10a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Consultant shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultant's work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and subconsultants.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Consultant shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor" and "Consultant" are used interchangeably.
18. All tangible materials ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.
19. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENT

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence
\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville -Insurance Compliance
PO Box 12010-R1
Hemet, CA 92546-8010

Additional Liability Requirements if required by Agreement (and marked below):

<input type="checkbox"/> Construction	<input checked="" type="checkbox"/> Design Professional	<input type="checkbox"/> Chemical/Environmental
General Liability: \$2 Million/occurrence \$4 Million aggregate	General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	General Liability: \$3 Million/occurrence \$6 Million aggregate, Pollution – \$2 Million/Occurrence Auto - \$2 Million/Occurrence
<input type="checkbox"/> IT Services	<input type="checkbox"/> Professional Consultant	<input type="checkbox"/> Hazardous Materials
Professional Liability: \$1 Million/occurrence No auto required	Professional Liability: \$1 Million/occurrence	Pollution Liability: \$1 Million/occurrence
<input type="checkbox"/> Special Events/Caterers/Vendors	<input type="checkbox"/> Professional Counseling/Psychological	<input type="checkbox"/> Pyrotechnics
No auto required No workers' comp required	Professional Liability: \$1 Million/occurrence No auto required	General Liability: \$5 Million/occurrence \$10 Million aggregate Auto - \$2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please **DO NOT** send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

SEALED PROPOSAL



**IMPORTANT
NOTICE TO
PROPOSER**

The envelope containing your proposal **MUST** have:
1. Your name and address in the **UPPER** left corner.
2. This label on the **LOWER** left corner.

RFP NAME

PROPOSAL DUE DATE

PROPOSAL DUE TIME

_____ A.M. _____ P.M.
PROPOSAL FOR

**TIME SENSITIVE. DELIVER TO
CITY CLERK IMMEDIATELY.**

EXHIBIT “B”

HOURLY RATES



SCHMIDT DESIGN GROUP, INC.

HOURLY TIME AND MATERIALS FEE SCHEDULE

January 2017

Fees will be charged for technical work, consultation, and additional services. Charges will be made for typing, as in the preparation of reports, and for time and costs of printing. No direct charges will be made for normal secretarial service, office management, or general accounting; these items are included in overhead.

HOURLY RATES

Principal Landscape Architect/President.....	\$225/hour
Principal Landscape Architect.....	\$185/hour
Senior Associate Landscape Architect.....	\$155/hour
Associate Landscape Architect.....	\$140/hour
Senior Project Manager/Licensed Landscape Architect.....	\$120/hour
Project Manager.....	\$95/hour
Landscape Designer.....	\$85/hour
Landscape Drafter.....	\$75/hour
Clerical/Typist.....	\$65/hour

REIMBURSABLE EXPENSES

Reimbursable expenses such as reproduction printing, delivery service, soils testing, permits, parking, project specific supplies, etc., will be marked up by 15%.

In-house plotting will be charged per square-foot at the following rates: bond \$2.00 per square-foot, vellum \$3.00 per square-foot, mylar \$4.00 per square-foot, and color \$5.00 per square-foot. In-house color laser prints will be charged at \$.50 for letter size, \$.75 for legal size, and \$1.00 for ledger size.

SUB-CONSULTANTS

Expenses for consultants employed by Schmidt Design Group, Inc. will be marked up by 15%.

MILEAGE

Mileage in the interest of the client will be charged at the current U.S. General Services Administration Privately Owned Vehicle Mileage Reimbursement Rates.

TRAVEL

Time spent in travel in the interest of the client will be charged at hourly rates. A minimum of one hour will be charged for any site visit. No more than eight (8) hours of travel time will be charged in any one day. Subsistence will be charged when it is necessary for personnel to be away from the office overnight.

Rates may be adjusted annually.

RESOLUTION NO. 17-310

APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND QUADRIGA LANDSCAPE ARCHITECTURE & PLANNING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional design services agreement for on-call landscape architectural services, by and between the City of Roseville and Quadriga Landscape Architecture & Planning, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL DESIGN SERVICES AGREEMENT

Project: On-Call Landscape Architectural Services

THIS AGREEMENT is made and entered into this 12 day of June, 2017,
by and between the City of Roseville, a municipal corporation ("CITY"), and Quadriga
Landscape Architecture & Planning, a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional design services consisting of on-call landscape
architectural services; and

WHEREAS, CONSULTANT has prepared a proposal dated March 17, 2017.

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
design services.

NOW, THEREFORE, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon execution and expire on
June 30, 2018. CITY may, in its sole discretion, elect to extend the Agreement in one (1) year
increments for up to an additional two (2) years by giving CONSULTANT thirty (30) days
advance written notice of each optional one (1) year renewal.
2. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services called for under CITY's Request for Proposal #13-044 attached hereto as EXHIBIT "A"
and incorporated herein by this reference.

3. Compensation. For its services provided hereunder, CONSULTANT shall be compensated on a time and expense basis in accordance with the compensation rates as described in EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed one hundred fifty thousand dollars (\$150,000).

CONSULTANT shall submit monthly invoices for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one-tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

4. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

5. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO")

CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

6. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall

have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

7. Time is of the Essence. Time is of the essence of this Agreement.

8. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

9. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

10. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

11. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

12. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

13. Representation and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

14. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

15. Copyright, Ownership and Use of Materials. All tangible materials ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings, papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

16. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

17. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

18. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

19. Severability. If any of the provisions contained in this Agreement is for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

20. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

Dion Louthan
Parks, Recreation & Libraries Director
316 Vernon Street, Suite 400
Roseville, CA 95678

CONSULTANT

Quadriga Landscape Architecture & Planning
1415 21st Street, Studio A
Sacramento, CA 95811

Either party may amend its address for notice by giving notice to the other party in writing.


21. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

QUADRIGA LANDSCAPE
ARCHITECTURE & PLANNING, a
California corporation

BY: 
its: John Suesens, Principal
and

ATTEST:

BY: _____
its: _____

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:


BY:  _____
DION LOUTHAN
Parks, Recreation and Libraries Director

EXHIBIT “A”



REQUEST FOR PROPOSALS

On-Call Landscape Architectural Services

DUE: March 17th, 2017

3:00 PM

Deliver to:

**City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678**

CITY OF ROSEVILLE

NOTICE FOR PROPOSALS

On-Call Landscape Architectural Services

NOTICE IS HEREBY GIVEN that proposals for **On-call Parks Construction Inspection Services** will be received by the City of Roseville. Proposals will be accepted **ONLY** at the office of the **City Clerk, Civic Center, 311 Vernon Street, Roseville, CA, 95678**, until 3:00 p.m., **March 17th, 2017**. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected consultant. The City reserves the right to reject any or all proposals and to waive any informalities or irregularities in any proposal or in the proposal process.

Date

Tara Gee
Park Planning & Development Superintendent

IMPORTANT!!!

The City is not responsible for misdelivered proposals, and the proposer is strictly liable for its chosen method of delivery. It is the proposer's sole responsibility to make sure that proposals arrive at the proper location. Any proposal which does not actually arrive in the City Clerk's Office by the RFP due date and time will be rejected as non-responsive, even if properly addressed or delivered to another City Department.

Your proposal **MUST** be addressed and delivered as follows:

**City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678**

The proposer is also directed to include the attached "Sealed Proposal" label on the outside of the package or envelope so that it is visible when delivered to the City.

On-Call Landscape Architectural Services

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1.0 INTRODUCTION

The City of Roseville (hereinafter "City"), is soliciting proposals for On-Call Landscape Architectural Services. This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (hereinafter "Consultant(s)"), that meet the requirements set forth in this Request for Proposals (hereinafter "RFP"), and are capable of providing the services requested are encouraged to participate.

1.1 BACKGROUND and CITY OVERVIEW

Roseville is an Incorporated City with a population of over 128,382 residents, located on Interstate 80, approximately 15 miles northeast of Sacramento, California. Planners predict the population of Roseville will reach 135,000+ residents. Roseville has experienced an accelerated growth rate that has expanded the size of city staff and services dramatically, while outgrowing many of the city's existing facilities. Despite the economic downturn, Roseville remains one of the top growth centers for residential and commercial development.

The City of Roseville's park development program includes building over 76 new parks and major recreation facilities during the last 18 years at a cost of approximately \$90 million. The park development schedule responds to the expressed needs of the Roseville community and development agreements negotiated with new specific plans. During the most challenging economic period, the Roseville City Council approved a new specific plan and plan processing for another area to be annexed into Roseville. Combined, these two plans could add an additional 20,000 residents and 25 additional new parks at a value of \$50 million.

1.2 INSTRUCTIONS

This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal. Failure to follow these instructions may result in rejection of your proposal.

No oral representations or interpretations will be made to any proposer as to the meaning of this RFP.

Direct all inquiries regarding this RFP in writing to:

City of Roseville
Parks, recreation & Libraries
Attn: Tara Gee, Park Planning & Development Superintendent
316 Vernon Street
Roseville, CA 95678
Fax: (916) 774-5253
Email: tgee@roseville.ca.us

Do not contact other individuals or City departments in this regard. Information provided by anyone other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if it is in writing and issued by the City department issuing the RFP. No oral interpretations or answers shall bind the City unless confirmed by the City in writing.

All addenda for this RFP will be distributed to proposers who have registered with PublicPurchase.com and who have downloaded the RFP. **It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP.** Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE SCHEDULE

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference Deadline for Final Questions, or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFP Released by the City.....	February 3, 2017
Deadline for Final Questions.....	February 17, 2017
City Responses to Written Questions.....	February 23, 2017
Proposal Submission Deadline.....	March 17, 2017
Consultant Interviews as needed.....	TBD
Contract Negotiations.....	TBD
Contract Approval by City Council.....	April 2017
Commencement of Services.....	April/May 2017

3.0 QUESTION & ANSWER PERIOD

Interested firms will have an opportunity to submit questions regarding the requirements outlined in this RFP. In order to make the responses timelier, all potential submitted should read this document thoroughly prior to submitting questions.

Clarifications will be issued in the form of a written addendum to the RFP once the Q&A period is closed.

4.0 SCOPE OF SERVICES

The selected consultant shall provide on-call landscape architectural services. The consultant shall:

- Dedicate a single point of contact that will act as liaison between the City and Consulting firm
- Dedicate a consistent landscape architect to work with the Department project managers
- Be thoroughly familiar with the Parks Construction Standards and Public Works Design & Construction Standards (both available online)
- Understand which applications each of the standards are applied
- Be knowledgeable of building codes, including but not limited to ADA, fire, plumbing, mechanical, structural, etc
- Provide plan review services for private development that impacts Department assets such as streetscapes and parks (Volume of plan reviews is estimated between 18 to 20 hours a month. (Volume

is dependent on private development and is not intended to be a guarantee of hours.) See Section 6.0 for additional information.

- Coordinate with other city departments on behalf of the Parks, Recreation & Libraries department
- Assist in updating the Parks Construction Standards details in AutoCad (v2014 or higher)
- Provide landscape architectural services on a project by project basis. This would include AutoCad services (v 2014 or higher)
- Communicate both verbally and in writing regarding project and plan review status updates to the Park Planning & Development Superintendent
- Review contractor invoices and recommend approval to the city's project manager consistent with the actual work status

4.1 Multiyear Agreements - The initial contract will be from date of award through June 2018. The City reserves the right to renew the contract for Two (2) additional years, one year at a time at its sole discretion. The vendor receiving the contract award for the initial contract will retain that contract award throughout the life of the contract, including the optional renewal years.

The initial contract will be awarded based on the prices determined through the initial contract negotiation process. Sixty days prior to the expiration date of the current contract, the City is willing to re-negotiate out-year pricing (increases and/or decreases) based on market fluctuations. The pricing for each renewal year will be evaluated based on what the City deems to be fair and reasonable pricing. Any requests made by the vendor for a price increase must be fully documented utilizing an appropriate Consumer or Producer Price Index or other relevant market data to justify a price change. In its request for price increases Seller shall cite sources, specific conditions, and document how those conditions affect the cost. The City of Roseville is also willing to re-negotiate pricing if it is affected by catastrophic circumstances (example: unforeseen national/world crisis or acts of God).

Price adjustments will not be automatic. They must be mutually agreed upon by both the City and the vendor. The City will review the proposed pricing and determine if it is allowable, fair, reasonable, and in the best interest of the City to extend the agreement.

5.0 ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including sub-consultants or sub-contractors (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team, sub-consultant(s) or sub-contractor(s) shall not be made without the prior written approval of the City.

6.0 SUBMISSION FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Provide the information in the specified order. Failure to include all of the information specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Any additional information that a proposing Consultant wishes to include that is not specifically requested should be included in an appendix to the proposal.

Consultants are encouraged to keep the submissions brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Excessive information will not be considered favorably.

Unauthorized conditions, omissions, limitations or provisions attached to a proposal will render the proposal non-responsive and may cause its rejection.

Submitters are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

The submittal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this section as specified below.

Proposals to be contained in a sealed and labeled envelope shall be based on a plan review average of 18 to 20 hours a month. These are estimates only and are not intended to be a guarantee of hours.

Proposals shall be on a time and materials basis and assume the following:

- a. An average of three reviews per project
- b. Turn-around times:
 1. First review is four (4) weeks)
 2. Second resubmittal review – three (3) weeks and
 3. Third submittal review - two (2) weeks.

6.1 Cover Letter with the following information:

- Title of this RFP
- Name and Mailing Address of Firm (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address
- A statement that the submitting Consultant will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number).

6.2 Signature Requirements - The attached Proposer's Certification (**Attachment A**) shall be executed by an official(s) legally authorized to bind the Consultant which states that the proposal is valid for ninety (90) days. Include the executed copy of the Proposer's Certification under Tab G. Note: This is ninety (90) days following the closing date for the receipt of all proposals.

- Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-in-Fact. If signed by the Attorney-in-Fact, there shall be attached to the proposal a Power-of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted on behalf of a Limited Liability Company ("LLC") shall be signed by the person or persons authorized to bind the LLC under the LLC's articles of organization.

- Proposals which are submitted by an Individual Doing Business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm name and style.
- 6.3 **TAB A: Firm’s Qualifications** – Describe your firm and provide a statement of your firm’s qualifications for performing the requested services specific to park construction projects. Identify the services which would be completed by your firm’s staff and those that would be provided by sub-consultants or sub-contractors, if any. Identify any sub-consultants or sub-contractors you propose to utilize to supplement your firm’s staff. Include the firm’s organizational chart, including its constituent parts, and size variation of staffing levels in the past five (5) years.
- 6.4 **TAB B: Experience and References** – Provide a summary of your firm’s experience in providing these or similar services. Provide a minimum of three (3) references for projects or services similar in nature and scope that your firm’s team members have completed in the last five (5) years. Include brief descriptions of the projects, dates, client names and contact persons’ names, addresses and telephone numbers. Public sector references are preferred.
- 6.5 **TAB C: Qualifications of Team** – Provide a brief summary of the role, qualifications and experience of each team member and designated project manager/lead assigned to this project, including length of service with the firm and the qualifications/experience of any sub-consultant or sub-contractor staff on your project team. A project team organizational diagram and brief resume of each team member and the designated project manager/lead for each applicable category shall be included. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants or sub-contractors shall be listed. Include sub-consultant’s and sub-contractor’s assigned task(s) and experience. Full resumes may be included in the appendix.
- 6.6 **TAB D: Methodology** – Based on the available information, supplemental research, field observations, and experience with similar projects, provide a narrative describing your understanding of the services requested in this RFP, your general approach and any major challenges to achieving the City’s stated goals. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths that your firm may have related to this project. City staff will assess your understanding of all aspects of the project based on the overview.
- 6.7 **TAB F: Hourly Rates** – Provide a list of hourly rates associated with each title that might be involved in inspection services. Define any reimbursable expenses requested to be paid by the City.
- 6.8 **TAB G: Required Statements/Documents** – Include statements of assurance regarding the following requirements in the proposal:
- Non-substitution for the designated members of the team without approval by City staff (**Section 5.0**)
 - The absence of a conflict of interest (**Section 10.4**)
 - Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract (**Section 10.7**). (Please note that actual certificates of insurance are not required as part of your submittal.)
 - A statement that nothing contained in the submitted proposal will be proprietary. (**Section 10.21**)

Submit the following documents with proposal:

- Executed copy of Proposer’s Certification (**Attachment A**)

- 6.9 **TAB H: Exceptions** – Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (**Attachment B**). The nature and scope of your proposed exceptions may negatively affect the evaluation of your submittal and the City’s determination of whether it is possible to successfully negotiate a contract with your firm.
- 6.10 **TAB I: Competency of Proposers** – The City wants to ensure that the successful Consultants has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain.

7.0 SUBMITTAL INSTRUCTIONS

- 7.1 Your submittal package shall include the following:

- **One (1) original copy** of your proposal; and
- **One (1) electronic copy** of your proposal in PDF format on a flash drive

- 7.2 Proposals for plan reviews shall be submitted in a separate **SEALED** envelope. Proposals for other projects shall be submitted at the time a project has been selected for parks construction inspection. Proposals shall be based on the hourly rates provided in Tab F.

- 7.3 Responses and **SEALED** proposals for plan review shall be submitted to:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

- 7.4 Faxed and/or emailed proposals will not be accepted.
- 7.5 The City shall not be responsible for proposals delivered to a person or location other than that specified herein.
- 7.6 Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. **No exceptions.**
- 7.7 The City reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.
- 7.8 All costs associated with proposal preparation shall be borne by the proposer.

8.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

<u>Evaluation Criteria</u>	<u>Maximum Points Possible</u>
A. Experience and qualifications of firm and sub-consultants/sub-contractors (per Sections 6.3 - 6.5)	40
B. Experience in park design and construction documents	35
C. Understanding of plan processing with public agency	25
Total Possible Points:	100

9.0 **SELECTION PROCESS**

- 9.1 Award of the RFP shall be made to the responsible proposer whose proposal is determined, through a formal evaluation panel process, to be the most advantageous to the City after the evaluation panel has taken into consideration the evaluation factors set forth in the RFP. A master averaged score sheet shall be created based on the evaluation panel's initial evaluation. Proposals shall be scored according to the criteria stated in the RFP.
- 9.2 Proposals submitted will be reviewed by a selection committee. Consultants that have submitted the best and most complete proposals may be invited to an interview. The number of Consultants invited to an interview may vary depending upon the number of proposals submitted.
- 9.3 Should the City elect to conduct interviews with any proposers, the following criteria shall be considered and each proposer ranked by the evaluation panel during the interview process: a) Quality of presentation, b) Ability to meet the City's business goals, c) Communication style.
- 9.4 The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the Consultant might propose.
- 9.5 A contract will be negotiated with the Consultant considered best meeting the City's need for this project. In the event a mutually satisfactory contract cannot be negotiated with the City's first choice, negotiations may be terminated and commenced with the Consultant considered next best in meeting the City's needs for this particular project.
- 9.6 The selected Consultant will be required to execute a City prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.
- 9.7 The award of any contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract.
- 9.8 The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Consultant(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price

shall govern.

- 9.9 Once a decision has been made to award the contract, then a formal notice of the intent to award to the recommended proposer(s) shall be made by the Department.
- 9.10 A City of Roseville business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of contract.

10.0 GENERAL TERMS & CONDITIONS

- 10.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected Consultant will be required to execute an agreement prepared by the City, a sample of which is included as **Attachment B**.
- 10.2 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the City. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorneys' fees), and damage of any kind related to such matters.
- 10.3 **Non-Appropriation.** The City may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 10.4 **Conflict of Interest.** The Consultant shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City. Consultants submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the Consultant or the Consultant's management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel. If a Consultant has no conflicts of interest, a statement to that effect must be included in the proposal. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.
- 10.5 **Undue Influence.** The Consultant shall warrant via an executed Proposer's Certification (**Attachment A**) that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the contract that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Consultant, or from any officer, employee or agent of the Consultant, in connection with the award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

- 10.6 **Non-Collusion.** Consultant submitting proposals shall warrant via an executed Proposer's Certification (**Attachment A**) that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary consultant and the associated sub-consultants or sub-contractors.
- 10.7 **Indemnification & Insurance Requirements.** The City's standard indemnification and insurance requirements are provided in the sample contract, included in **Attachment B**. All costs of complying with the insurance requirements shall be as included in your pricing. The selected Consultant shall provide complete and valid insurance certificates within ten (10) days of the City's written request. Failure to provide the documents within the time stated may result in rejection of the Consultant's proposal. Alterations to the terms and conditions shall not be allowed.
- 10.8 **Cost of Preparing Proposal.** The City will not pay any costs incurred by any Consultant in preparing or submitting a proposal in response to this RFP.
- 10.9 **Proposals Property of the City.** All documents or materials submitted with or in conjunction with any proposal, including but not limited to electronic files, shall become the property of the City after the proposal submission deadline. No submission documents will be returned. During negotiations, the scope of services may be amended by the City and negotiated based upon ideas provided by other proposers or any other source.
- 10.10 **Proposals are Public Records.** All proposals submitted are subject to the public disclosure requirements under the laws of the State of California, unless the City identifies and exercises a right or obligation to exempt any record from public disclosure. However, proposals will not be disclosed until negotiations are complete and a recommendation for selection and award is made.
- 10.11 **Protests.**
- (a) **Protest Requirements**
- (1) Any proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest with the City Clerk's office. The protest must be received in writing by the City Clerk's office within seven (7) calendar days after such aggrieved proposer 1) knows or should have known of the facts giving rise thereto or 2) the date of the notice of intent to award, whichever is sooner. In no event shall a protest be allowed after an award has been made by City Council. If the seventh calendar day falls on a weekend or City holiday, the protesting party may submit the protest prior to close of business on the first business day following such weekend or holiday. Failure to submit a timely protest shall bar consideration of a protest.
- (b) **Grounds for Protest**
- (1) The alleged grounds for protest shall be limited to the following: (a) computation errors, (b) violations of local, state, or federal law, or (c) the City failed to follow the procedures specified in this Policy.

(2) The protest shall state all grounds claimed for the protest and include supporting documentation. Failure to clearly state the grounds for the protest and provide supporting documentation shall be deemed a waiver of all protest rights.

(c) Administrative Review

Upon receipt of the protest and after determining the protest was properly filed, the Department Director shall provide a copy of the protest to other proposers who might become aggrieved as a result of the protest and issue a written decision within fourteen (14) calendar days after receipt of the protest. The protest will be evaluated by the Department Director, the City Attorney's Office, and the Purchasing Manager. The protesting proposer shall promptly provide any information requested by City staff as part of such investigation. The decision shall either deny or uphold the protest and include reasons for the decision. The written decision shall be final.

(d) Stay of Action During a Protest

In the event a protest is filed under Section 10.11, the City shall not proceed further with the award of the contract until the protest is resolved, unless:

(1) The Director of Central Services makes a determination that the award of the contract without delay is necessary to protect a substantial interest of the City, or

(2) The City decides to reject all proposals and issue a new RFP.

- 10.12 **Rejection of RFP.** The City reserves the right to reject any or all proposals, to waive defects or irregularities in any proposal or in the RFP process, and to offer to negotiate or contract with any Consultant in response to any RFP. This RFP does not constitute any form of offer to contract.
- 10.13 **Multiple Award.** The City reserves the right to award the contract to multiple contractors when applicable.
- 10.14 **Increasing/Decreasing Portions of RFP.** The City reserves the right to increase or decrease the amount of any portions of the work represented in the RFP and/or to omit portions of said work, as may be deemed necessary by the City.
- 10.15 **Rejection as Non-Responsive.** Proposals may be rejected as non-responsive at the City's sole discretion if there are alterations of form, the proposal is conditional or the proposal is incomplete.
- 10.16 **Modifying RFP.** The City reserves the right to modify any portion of, or to postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason.
- 10.17 **If no proposal is accepted,** the City may elect to have the services performed in some other manner.
- 10.18 **Rejecting Team Members, Firms or Sub-consultants.** The City reserves the right to reject individual team members, firms, sub-consultants or sub-contractors and request substitution prior to contract award.

- 10.19 **Local Business, Small Business, Minority and Women Owned Business.** Although no preferences will be given, the City highly encourages submission of proposals by local businesses, by small business owners, and by minority and women-owned businesses.
- 10.20 **Withdrawal of Proposals.** Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer delivered to the City Clerk's Office. Proposals submitted will become property of the City after the proposal submission deadline.
- Proposals may not be withdrawn for ninety (90) days after the due date unless the City enters into a contract with another Consultant prior to the expiration of that ninety (90) day period.
- 10.21 **Electronic Transmittals.** No electronic mail, telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.
- 10.22 **Proposal Postponement and Amendment.** The City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this RFP through the City's web site. Copies of such amendments shall be furnished to all prospective proposers. Prospective proposers are defined as those proposers who have registered and are on the City's RFP list for this service. If revisions and amendments require changes in quantities, prices or scope of services, the date set for opening of the proposals may be postponed by such number of days as in the opinion of the City shall enable proposers to revise their proposals. Proposals which fail to acknowledge a substantive addendum to the RFP, as determined by the City Attorney's Office, on the City supplied addendum form will be rejected as non-responsive. Any revisions or amendments to the RFP will become incorporated into any contract awarded pursuant to the RFP.
- 10.23 **Proprietary Information.** Proposers submitting a proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. However, if a proposer desires to claim a privilege against public disclosure for a trade secret or other proprietary information, such information must be submitted with the proposal in a separate envelope marked "confidential." The City Attorney's Office will determine if the information is in fact proprietary, based on state and federal law. Note that under California law, a price proposal to a public agency is not a trade secret. The Consultant shall defend, indemnify and hold harmless the City regarding any claim by any third party for the public disclosure of the "confidential" portion of the proposal.
- 10.24 **Right to Request Additional Information.** During the evaluation process, the City reserves the right, where it may serve the best interests of the City, to request additional information and clarifications from proposers. Such information will be requested in writing to the specific proposer. This information will become a part of the original proposal submitted by the specific proposer and will be used by the City in evaluating the proposal and will not be shared with other proposers during the evaluation and negotiation process.
- 10.25 **Modification of Proposals.** Modification of a proposal already received will be considered only if the modification is received prior to the deadline date for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.

- 10.26 **Examination of Contract Documents.** Each proposer shall thoroughly examine and be familiar with the terms of this RFP, the sample contract attached as **Attachment B**, legal and procedural documents, general conditions, specifications, and addenda (if any), which will constitute the contract documents. Submission of a proposal shall constitute acknowledgement, upon which the City may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve the proposer of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon lack of knowledge of any contract document.
- 10.27 **Non-Discrimination.** The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that the City's contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, medical condition, and all other categories protected by law. Upon acceptance of a proposal, the City may request that the selected Consultant sign a statement affirming its compliance with this policy.
- 10.28 **No Assignment or Modifications.** This awarded contract is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein Consultant shall not assign, transfer, subcontract, or otherwise substitute its interest in the agreement or any of its obligations herein without the written consent of the City. The Agreement may be modified only by a written amendment signed by the parties.
- 10.29 **Bankruptcy.** Upon filing for any bankruptcy or insolvency proceeding whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Consultant must notify the City immediately. Upon learning the actions herein identified, the City reserves the right, at its sole discretion, to cancel the contract.

Attachment A

PROPOSER'S CERTIFICATION

I hereby propose to furnish the goods or services specified in the Request for Proposals ("RFP"). I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Roseville ("City") adequate time to evaluate the qualifications submitted.

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this RFP. The information contained in this proposal is true and correct to the best of my knowledge and is signed under penalty of perjury under the laws of the State of California. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its authorized agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or conspiracy with any other person, firm or corporation submitting a proposal for the same product or service; that this proposal is fair and made without outside control, collusion, fraud or illegal action; that no officer, employee or agent of the City or any other proposer is financially interested in said proposal; that no undue influence or pressure was used against or in concert with any officer, employee or agent of the City in connection with the award or terms of the contract that will be executed as a result of this RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

TELEPHONE NUMBER

EMAIL

Type of Organization:

_____ Sole Proprietorship

_____ Corporation

_____ State of Incorporation

_____ Partnership

_____ Limited Liability Company

Attachment B
SAMPLE CONTRACT



PURCHASING
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

SERVICE AGREEMENT

SERVICE AGREEMENT

No: _____

SERVICE LOCATION: _____

REQ. NO.: _____ DATE: _____

SUBMIT ALL INVOICES TO:

CITY OF ROSEVILLE
Finance Department
311 Vernon Street
Roseville, CA 95678

Contractor No.: _____

Telephone No.: _____

Email address: _____

Contractor: _____

Fax: _____

Department: _____

Acct. Code: _____

Buyer: _____

Phone: _____

Start Date	Terms	Completion Date	Insurance Limits	Contact
			Approved by Risk Mgt.	

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:

SAMPLE

Total Cost of Service: \$ _____

ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Business License No.: _____ Contractor License No.: _____ DIR Registration No.: _____

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☐ CORPORATION

CONTRACTOR: _____
SIGNATURE PRINT NAME TITLE

CONTRACTOR: _____
SIGNATURE PRINT NAME TITLE

By: _____

Rob Jensen, City Manager
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Consultant is given a thirty (30) day notice.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to.
- 10a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Consultant shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultant's work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and subconsultants.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Consultant shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor" and "Consultant" are used interchangeably.
18. All tangible materials ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.
19. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.



ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
SERVICE AGREEMENT

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence
\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville -Insurance Compliance
PO Box 12010-R1
Hemet, CA 92546-8010

Additional Liability Requirements if required by Agreement (and marked below):

<input type="checkbox"/> Construction	<input checked="" type="checkbox"/> Design Professional	<input type="checkbox"/> Chemical/Environmental
General Liability: \$2 Million/occurrence \$4 Million aggregate	General Liability: \$2 Million/occurrence \$4 Million aggregate Professional Liability \$2 Million/occurrence	General Liability: \$3 Million/occurrence \$6 Million aggregate, Pollution – \$2 Million/Occurrence Auto - \$2 Million/Occurrence
<input type="checkbox"/> IT Services	<input type="checkbox"/> Professional Consultant	<input type="checkbox"/> Hazardous Materials
Professional Liability: \$1 Million/occurrence No auto required	Professional Liability: \$1 Million/occurrence	Pollution Liability: \$1 Million/occurrence
<input type="checkbox"/> Special Events/Caterers/Vendors	<input type="checkbox"/> Professional Counseling/Psychological	<input type="checkbox"/> Pyrotechnics
No auto required No workers' comp required	Professional Liability: \$1 Million/occurrence No auto required	General Liability: \$5 Million/occurrence \$10 Million aggregate Auto - \$2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please **DO NOT** send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239
Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

SEALED PROPOSAL



**IMPORTANT
NOTICE TO
PROPOSER**

The envelope containing your proposal **MUST** have:
1. Your name and address in the **UPPER** left corner.
2. This label on the **LOWER** left corner.

RFP NAME _____

PROPOSAL DUE DATE _____

PROPOSAL DUE TIME _____

_____ A.M. _____ P.M.
PROPOSAL FOR _____

**TIME SENSITIVE. DELIVER TO
CITY CLERK IMMEDIATELY.**

EXHIBIT "B"

Quadriga
TAB F: HOURLY RATES

SCHEDULE OF OFFICE HOURLY RATES 2016-2017

Rates subject to change September 1, 2017

Principal Landscape Architect	\$165.00 per hour
Project Director	\$130.00 per hour
Senior Designer	\$115.00 per hour
Designer / CADD	\$105.00 per hour
Support Staff	\$ 95.00 per hour
Prints and Reproduction	Cost plus 10%
Mileage	\$0.540 / mile

Notice:

Landscape architects are regulated by the California Board of Architectural Examiners. Any questions concerning a landscape architect may be referred to the board at:

Landscape Architects Technical Committee, 2420 Del Paso Road, Suite 105, Sacramento, CA 95834
Phone: (916) 574-7220, Fax: (916) 575-7283

California Landscape Architect #5344



COUNCIL COMMUNICATION

CC #: 8612

File #: 0704

Title: Interim Joint Use of Outdoor Facilities at Sargeant Elementary School -
Memorandum of Understanding

Contact: Dion Louthan 916-774-5131 dlouthan@roseville.ca.us

Meeting Date: 7/5/2017

Item #: 6.31.

RECOMMENDATION TO COUNCIL

Approve the Memorandum of Understanding for interim joint use of outdoor facilities at Sargeant Elementary School/Dietrich Park between the City of Roseville and Roseville City School District (RCSD) and adopt a resolution to authorize the City Manager to execute said agreement on behalf of the City of Roseville.

BACKGROUND

In 2015 RCSD informed the City of plans to fence school sites for added security of the student population during school hours. At that time, plans were not fully defined. In late summer 2016, the fences were installed and gates were discovered to be locked. Through discussions, the District agreed to keep the gates unlocked during the school week and lock the gates at sunset. The District locked the gates over the weekend. The Memorandum of Understanding allows for the manual locking/unlocking of a gate at Sargeant Elementary School/Dietrich Park using a combination of District/City staff and a security company. Discussions between the District and the City are on-going and include the development of a new single master agreement. The new agreement would replace fourteen separate agreements plus a master agreement that currently exist.

Joint use school/park sites have been a goal outlined in our City's General Plan and implemented for the past twenty years or more. Planning of these joint campuses have provided complimentary amenities that also produce a public benefit for the community. One example of such coordinated planning efforts include off-street parking which adds more available spaces for school use during the day and for sports events in a park in the evenings and weekends. Duplication of recreation amenities are also considered in the planning process. For example, if a school has multiple basketball courts, the park traditionally would not install a redundant amenity. Joint use also includes use of indoor and outdoor facilities, where City programs are offered using the classrooms, gymnasiums and/or multi-purpose rooms during non-school hours. Conversely, school physical education classes and recess occurs on parkland during school hours. By coordinating planning efforts, we avoid duplication of features, stretch budgets to accommodate more variety in amenities and expand recreational opportunities for the entire community. The

Memorandum of Understanding is intended to be an interim agreement until a revised joint use master agreement has been developed and agreed upon or until August 31, 2017, whichever is sooner.

FISCAL IMPACT

The total cost to add the locking of the gate is estimated at \$300.00 per month. Funding for the security company shall be split evenly between the District and City. During this short term period, the Department will absorb the added cost through the operations budget.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonable foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The approval and execution of the Memorandum of Understanding will not alter existing site conditions.

Respectfully Submitted,

Dion Louthan, Parks, Recreation & Libraries Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-307

Sargeant MOU Extension Joint Use Facilities

RESOLUTION NO. 17-307

APPROVING A MEMORANDUM OF UNDERSTANDING FOR INTERIM JOINT USE OF
OUTDOOR FACILITIES AT SARGEANT ELEMENTARY SCHOOL, BY AND BETWEEN
THE CITY OF ROSEVILLE AND THE ROSEVILLE CITY SCHOOL DISTRICT, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, a Memorandum of Understanding for Interim Joint Use of Outdoor
Facilities at Sargeant Elementary School, by and between the City of Roseville and the Roseville
City School District, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said memorandum of understanding is approved and that the City Manager is authorized to
execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the City Council of the City of Roseville this _____ day
of _____, 20____, by the following vote on roll call:

AYES COUNCIL MEMBER:

NOES COUNCIL MEMBER:

ABSENT COUNCIL MEMBER:

Mayor

ATTEST:

City Clerk

**MEMORANDUM OF UNDERSTANDING FOR INTERIM JOINT USE OF
OUTDOOR FACILITIES AT SARGEANT ELEMENTARY SCHOOL**

This Memorandum of Understanding ("MOU") is made and entered into this _____ day of _____, 2017, by and between the City of Roseville, a municipal corporation ("CITY"), and the Roseville City School District, a California public school district ("DISTRICT"). The City and the District are together referred to in this Agreement as "The Parties."

W I T N E S S E T H:

WHEREAS, the Parties agree it is in the public interest that the recreational and educational facilities of public agencies be put to the fullest possible use; and

WHEREAS, California Education Code Sections 10900, et seq., empower District and City to cooperate with each other and enter into agreements for the purposes of organizing, promoting, and conducting programs for community recreation; establishing a system of playgrounds and recreation; and acquiring, constructing, improving, maintaining, and operating recreational centers.; and

WHEREAS, the parties are operating under a current joint use agreement for City-administered use of outdoor facilities at Sargeant Elementary School ("Sargeant") owned and operated by District and located adjacent to a City run, but District owned Dietrich Park; and

WHEREAS, the parties intend to explore entering into updated joint use agreement(s) in the future for the City's use of outdoor facilities at Sargeant and other District school sites; and

WHEREAS, the parties desire to enter into this MOU as an interim agreement for the City's unsupervised public use of outdoor facilities at Sargeant until such time as an updated joint use agreement may be entered into by the Parties;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

1. Outdoor Facility Use. DISTRICT grants CITY the right to use the Sargeant Elementary School outdoor facilities ("Facility") for unsupervised public use on weekday evenings, weekends, and holidays that do not conflict with a school sponsored activity.

- a. DISTRICT agrees to provide public access to the Facility via the locking gate adjacent to Dietrich Park.
- b. DISTRICT agrees to unlock the gate on non-holiday weekday mornings.
 - i. The CITY agrees to unlock one gate at Facility on Saturday, Sunday and holiday mornings.
 - ii. The CITY agrees to contract with a third party security company to lock the one gate every evening at Facility from June 15th – August 31st, 2017.
 - iii. The DISTRICT and CITY agree to evenly split the costs associated with 1(b)(ii) above.

2. Maintenance and Repair.

a. DISTRICT shall pay the costs for minor repairs or replacement of minor items related to the field use at the Facility. If a major repair or replacement is needed to ensure public safety or usability, DISTRICT and CITY agree to discuss and negotiate a resolution for repair or replacement.

3. Cleaning and Damage. If vandalism or damage occurs to the school facilities during CITY's use, CITY will pay to repair or replace the item(s) to DISTRICT standards. It is CITY'S responsibility to reimburse DISTRICT for expenses incurred for repair or replacement of school facilities damaged during use by CITY.

4. Dangerous Conditions. Either party shall report to the other party any defects or dangerous conditions in the playing fields at Facility within twenty-four (24) hours of discovery. In addition, repair, replacement, or protection of property shall be immediately addressed either on a temporary or permanent basis by the party discovering the hazard.

5. Indemnification. Each party shall defend, indemnify and save and hold harmless from liability the other party, its officers, agents, representatives, employees, or volunteers while

acting as such from all damages, claims, losses, or expenses which any of them shall become obligated to pay by reason of any liability imposed by law because of damage to property or injury or death of any person received or suffered by reason of operation by each party of its own program or activity upon the other's property, specifically including the City's unsupervised public use as referenced in the above recitals, save and except such matters which arise from either party's sole active negligence. The parties intend that this provision shall be broadly construed. The defense and indemnification obligations set forth herein shall survive the termination of this MOU.

6. Insurance. Each party shall procure and maintain a policy of liability insurance or establish a self-insurance program in the manner provided by law. Each party agrees to maintain either minimum limits of \$1,000,000 general liability insurance per occurrence or adequate reserves for self-insurance, during the life of this MOU. Each party also agrees to maintain statutory required workers' compensation insurance for their respective employees.

7. Termination. This MOU shall continue in full force and effect until August 31, 2017, or until a revised joint use agreement for Sargeant is entered into, whichever occurs first. This MOU may be cancelled or extended by mutual agreement of the parties in writing.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20 __, and DISTRICT has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

BY: _____

ROB JENSEN
City Manager

ATTEST:

BY: _____

SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

DION LOUTHAN
Parks, Recreation & Libraries Director

ROSEVILLE CITY SCHOOL DISTRICT,
a California public school district

BY: _____

HALLIE ROMERO
President, Board of Education

BY: _____

DERK GARCIA
District Superintendent



COUNCIL COMMUNICATION

CC #: 8609
File #: 0800-03

Title: Point-to-Point Transmission Service Agreement
Contact: Petra Wallace 916- 774-5510 pwallace@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 6.32.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve a Service Agreement for Point-to-Point Transmission Service with Bonneville Power Administration and adopt a resolution to authorize the City Manager to execute it.

The Transmission Service Agreement is an industry standard contract for transmission of physical power between parties. There is no fiscal impact associated with the execution of the agreement as it is an enabling agreement.

BACKGROUND

Roseville Electric Utility purchases energy from various markets defined in the Electric Risk Policies. On February 1, 2017, City Council approved the updated Energy Trading Authority Policy adding three new trading locations in the Pacific Northwest. In order to transfer procured energy, Roseville purchases transmission from various transmission owners.

The following enabling agreement will allow Roseville to transact transmission with Bonneville Power Administration. The agreement is standard form, and similar to Roseville's existing transmission agreements with Western Area Power Administration, the Transmission Agency of Northern California, the Sacramento Municipal Utility District, and PacifiCorp. Executing this agreement will provide the ability to purchase transmission from Bonneville Power Administration to transfer energy from the Pacific Northwest markets.

FISCAL IMPACT

There is no fiscal impact associated with the execution of the Transmission Service Agreement with Bonneville Power Administration as it is an enabling agreement. There are no transactions currently pending under the proposed Transmission Service Agreement. The City Council approved Electric Utility Risk Management Policies include authorities necessary to execute and

maintain any transactions. Transactions facilitated by the attached agreement will conform to those policies.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The Transmission Service Agreement is not considered a "project" as defined by the California Environmental Quality Act ("CEQA") (CEQA Guidelines § 15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Petra Wallace, Electric Resources Analyst

Michelle Bertolino, Electric Utility Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-304

Service Agreement with Bonneville Power Administration

RESOLUTION NO. 17-304

APPROVING A SERVICE AGREEMENT FOR POINT-TO-POINT TRANSMISSION SERVICE EXECUTED BY THE UNITED STATES OF AMERICA DEPARTMENT OF ENERGY ACTING BY AND THROUGH THE BONNEVILLE POWER ADMINISTRATION AND CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a service agreement for point-to-point transmission service executed by the United States of America Department of Energy acting by and through the Bonneville Power Administration and City of Roseville, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Department of Energy

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666-1409

TRANSMISSION SERVICES

June 9, 2017

In reply refer to: TSE/TPP-2

Mr. Rob Jensen, City Manager
City of Roseville
2090 Hilltop Circle
Roseville, CA 95747

Dear Mr. Jensen:

Enclosed for signature are two signed originals of the Point-To-Point Transmission Service Agreement No. 17TX-16516 (Service Agreement), between City of Roseville (Roseville) and the Bonneville Power Administration (BPA). Once executed, this Service Agreement will allow Roseville to purchase and manage transmission service from BPA in accordance with BPA's Open Access Transmission Tariff (Tariff).

The Service Agreement must be executed by Roseville in order to conduct business transactions with BPA over the Open Access Same-Time Information System (webSmartOASIS). These business transactions include requesting, accepting, and confirming requests for service, as well as seeking other options allowed by the Tariff, such as deferrals of the service commencement date.

Roseville's credit support requirements are determined pursuant to BPA's Creditworthiness Business Practice. BPA has reviewed Roseville's financial condition and determined that credit support is not currently required.

Please execute both originals of the enclosed Service Agreement and return one original to my attention at one of the following address by Close of Business on July 25, 2017:

First Class Mail

Bonneville Power Administration
Mail Stop: TSE/TPP-2
P.O. Box 61409
Vancouver, WA 98666-1409

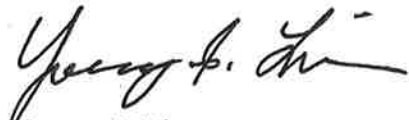
Overnight Delivery Service

Bonneville Power Administration
Mail Stop: TSE/TPP-2
905 NE 11th Avenue
Portland, OR 97232

Prior to conducting business transactions with BPA, Roseville must establish a loss provider and Customer Data Entry access.

If you have any questions regarding this letter, please contact me at (360) 619-6013.

Sincerely,

A handwritten signature in black ink, appearing to read 'Young S. Linn', with a stylized flourish at the end.

Young S. Linn
Senior Transmission Account Executive
Transmission Sales

2 Enclosures

cc:

Ms. Petra Wallace, City of Roseville

bcc:

K. Garcia – KSBV/TPP-1

J. Gingrich – LT-7

Y. Linn – TSE/TPP-2

A. Simons – TSES/TPP-2

OASIS Support – TSRS/DITT-1

TBL Reservation Desk – TSSP/DITT-1

Official File – CCM (City of Roseville, 17TX-16516)

SERVICE AGREEMENT
for
POINT-TO-POINT
TRANSMISSION SERVICE
executed by the
UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
acting by and through the
BONNEVILLE POWER ADMINISTRATION
and
CITY OF ROSEVILLE

1. This Service Agreement is entered into, by and between the Bonneville Power Administration Transmission Services (Transmission Provider) and City of Roseville (Transmission Customer).
2. The Transmission Customer has been determined by the Transmission Provider to have a Completed Application for Point-to-Point (PTP) Transmission Service under the Transmission Provider's Open Access Transmission Tariff (Tariff).
3. The Transmission Customer has provided to the Transmission Provider a deposit, if applicable, unless such deposit has been waived by the Transmission Provider, for Firm Point-to-Point Transmission Service in accordance with the provisions of Section 17.3 of the Tariff.
4. Service under this Service Agreement for a transaction shall commence on the later of (1) the Service Commencement Date as specified by the Transmission Customer in a subsequent request for transmission service or (2) the date on which construction of any Direct Assignment Facilities and/or Network Upgrades are completed. This Service Agreement shall terminate on such date as mutually agreed upon by the Parties.
5. The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Point-to-Point Transmission Service in accordance with the provisions of Part II of the Tariff and this Service Agreement.
6. Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated in Exhibit D.

7. The Tariff, Exhibit A (Transmission Service Request), Exhibit B (Direct Assignment and Use-of-Facilities Charges), Exhibit C (Ancillary Service Charges), Exhibit D (Notices), and Exhibit E (Creditworthiness and Prepayment) are incorporated herein and made a part hereof. Capitalized terms not defined in this Service Agreement are defined in the Tariff.
8. This Service Agreement shall be interpreted, construed, and enforced in accordance with Federal law.
9. This Service Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
10. The Transmission Customer and the Transmission Provider agree that provisions of Section 3201(i) of Public Law 104-134 (Bonneville Power Administration Refinancing Act) are incorporated in their entirety and hereby made a part of this Service Agreement.
11. Section 202 of Executive Order No. 11246, 30 Fed. Reg. 12319 (1965), as amended by Executive Order No. 12086, 43 Fed. Reg. 46501 (1978), as amended or supplemented, which provides, among other things, that the Transmission Customer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, is incorporated by reference in the Service Agreement the same as if the specific language had been written into the Service Agreement, except that Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

CITY OF ROSEVILLE

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By: _____

By:  _____

Name: _____
(Print/Type)

Name: Young S. Linn
(Print/Type)

Title: _____

Title: Senior Transmission Account Executive

Date: _____

Date: 06/09/2017

**EXHIBIT A
SPECIFICATIONS FOR LONG-TERM
FIRM POINT-TO-POINT TRANSMISSION SERVICE**

This Exhibit A is not applicable at this time.

EXHIBIT B
DIRECT ASSIGNMENT AND USE-OF-FACILITIES CHARGES

This Exhibit B is not applicable at this time.

**EXHIBIT C
ANCILLARY SERVICE CHARGES**

This Exhibit C is subject to the Ancillary Service Rate Schedule, or its successor, in effect at the time of service.

		<u>Provided By</u>	<u>Contract No.</u>
1.	SCHEDULING, SYSTEM CONTROL AND DISPATCH SERVICE	Transmission Provider – As Applicable ¹	17TX-16516
2.	REACTIVE SUPPLY AND VOLTAGE CONTROL FROM GENERATION SOURCES SERVICE	Transmission Provider – As Applicable ¹	17TX-16516
3.	REGULATION & FREQUENCY RESPONSE SERVICE	Transmission Provider – As Applicable ¹	17TX-16516
4.	ENERGY IMBALANCE SERVICE	Transmission Provider – As Applicable ¹	17TX-16516
5.	OPERATING RESERVE – SPINNING RESERVE SERVICE	Transmission Provider ¹	17TX-16516
6.	OPERATING RESERVE – SUPPLEMENTAL RESERVE SERVICE	Transmission Provider ¹	17TX-16516

¹ Refer to the Transmission, Ancillary, and Control Area Service Rate Schedules and General Rate Schedule Provisions to determine which Ancillary Service Charges are applicable.

EXHIBIT D NOTICES

1. NOTICES RELATING TO PROVISIONS OF THE SERVICE AGREEMENT

Any notice or other communication related to this Agreement, other than notices of an operating nature (Section 2 below), shall be delivered in person, or with proof of receipt by email, facsimile, First Class mail or overnight delivery service. Notices are effective on the date received.

To City of Roseville:

2090 Hilltop Circle
Roseville, CA 95747
Attention: Energy Risk/Petra Wallace
Title: Electric Resources Analyst –
Risk Management
Phone: (916) 774-5510
Fax: (916) 774-5583
Email: pwallace@roseville.ca.us

To Bonneville Power Administration:

Attention: Transmission Account Executive
for City of Roseville – TSE/TPP-2
Phone: (360) 619-6016
Fax: (360) 619-6940
Email: txsalescontracts@bpa.gov

First Class Mail:

Bonneville Power Administration
P.O. Box 61409
Vancouver, WA 98666

Overnight Delivery Service:

Bonneville Power Administration
905 NE 11th Avenue
Portland, OR 97232

2. NOTICES OF AN OPERATING NATURE

Any notice, request, or demand of an operating nature by BPA or Customer shall be deemed to have been received if delivered in person, in writing, by email, facsimile, First Class mail or overnight delivery services. Notices are effective on the date received.

To City of Roseville:

ACES Power Marketing
1000 Highway 80
Benson, AZ 85602
Attention: Dyanne Kellough
Title: Manager of Operations
Phone: (520) 586-5017
Email:
HourlyTraders-WRTC@acespower.com

To Bonneville Power Administration:

Bonneville Power Administration
P.O. Box 491
Vancouver, WA 98666
Attention: Real-Time Scheduling
Phone: **EMERGENCY ONLY**
(360) 695-2650
Fax: (360) 418-8740

3. SCHEDULING AGENT

The Transmission Customer has designated the following scheduling agent:

ACES Power Marketing
1000 Highway 80
Benson, AZ 85602
Attention: Michael Mateleska
Title: Trader
Phone: (520) 586-5015
Email: ACES-WRTCTraders@acespower.com

EXHIBIT E
CREDITWORTHINESS AND PREPAYMENT

This Exhibit E is not applicable at this time.



COUNCIL COMMUNICATION

CC #: 8615

File #: 0900-04-01

Title: Oak Ridge Drive Bridge Replacement Project - Professional Services Agreement

Contact: Hossein Naghibzadeh 916-746-1300 hnaghibzadeh@roseville.ca.us

Meeting Date: 7/5/2017

Item #: 6.33.

RECOMMENDATION TO COUNCIL

Staff recommends that City Council approve the Professional Services Agreement with Paragon Partners in the not-to-exceed amount of \$53,928.00 for the Right of Way Services for the Oak Ridge Bridge Replacement Project.

BACKGROUND

In March 2013, the city received approval from the California Department of Transportation (Caltrans) for federal funds to replace the Oak Ridge Drive Bridge over Linda Creek. Also in March 2013, City Council approved a design agreement with Mark Thomas and Company for engineering services for the replacement of the bridge. The city received final environmental approval in late 2015 and was granted all the required permits from various regulatory agencies in 2016. Mark Thomas is in the process of finalizing the construction documents and based on the design, the project will require a total of seven Temporary Construction Easements (TCE) and one small permanent right-of-way acquisition. See attached map.

A Request for Proposal (RFP) for Right of Way Services was released in March 2017 and six proposals were received in April 2017. Staff reviewed the proposals and selected Paragon Partners. Paragon Partners was selected based on their expertise, reputation, their approach to the RFP; as well as previous work on similar projects for the City.

FISCAL IMPACT

Paragon Partners not-to-exceed fee for Right of Way Services is \$53,928.00. The project is fully funded by the federally-funded Highway Bridge Program (HBP). No General Funds will be used on this project.

ECONOMIC DEVELOPMENT / JOBS CREATED

Based on Federal guidelines, there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this professional services agreement will create 0.5 job.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). The execution of the agreement between the City of Roseville and Paragon Partners does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Hossein Naghibzadeh, Associate Engineer

Rhon Herndon, Public Works Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-312

paragonpsa

Oak Ridge Map

RESOLUTION NO. 17-312

APPROVING A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND PARAGON PARTNERS, LTD., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement regarding the Oak Ridge Drive Bridge replacement project, by and between the City of Roseville and Paragon Partners, Ltd., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Oak Ridge Drive Bridge Replacement Project

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation ("CITY"), and Paragon Partners,
Ltd., a California corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of right of way appraisal and
acquisition services for the Oak Ridge Drive Bridge Replacement Project; and

WHEREAS, CONSULTANT has prepared a proposal dated May 18, 2017, which
describes the scope of work to be performed by CONSULTANT, the budget for the work, and
the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT "A," attached hereto and incorporated herein by this
reference.

2. Compensation. For its services provided hereunder, CONSULTANT shall be
compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT "B," attached hereto and incorporated herein by this reference. Total compensation shall not exceed fifty-three thousand, nine hundred twenty-eight dollars (\$53,928).

CONSULTANT shall submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate, which shall be stated in time increments of not greater than one tenth (1/10) hours. CITY shall pay invoices within thirty (30) days after receipt, if the services specified in the invoice have been satisfactorily completed.

3. Indemnification. To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of CONSULTANT's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from CITY's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

4. Insurance. CONSULTANT agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE

Workers' Compensation

Commercial General Liability

Automobile Liability

Professional Liability (errors and omissions)

LIMITS OF LIABILITY

Statutory

\$1,000,000 each occurrence

\$2,000,000 aggregate

Personal Injury:

\$1,000,000 each occurrence

\$2,000,000 aggregate

\$1,000,000 combined single limit

\$1,000,000 per claim

\$2,000,000 aggregate

a. Form. CONSULTANT shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and

limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

c. Cancellation/Modification. CONSULTANT shall provide ten (10) days written notice to CITY prior to cancellation or modification of any insurance required by this Agreement.

d. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before CITY's own insurance shall be called upon to protect it as a named insured.

e. Subcontractors. CONSULTANT agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONSULTANT shall require its subcontractors to agree to be bound to CONSULTANT and CITY in the same manner and to the same extent as CONSULTANT is bound to CITY under this Agreement. Additionally, CONSULTANT shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.

f. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full

certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

h. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONSULTANT of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this Agreement or law.

5. Records. CONSULTANT and its subcontractors shall maintain all files and records relating to the services performed hereunder during the term of this Agreement and for a period of not less than one (1) year after the date of termination or expiration. Provided, however, that in the event of litigation or settlement of claims arising from the performance of this Agreement, CONSULTANT and its subcontractors shall maintain all files and records until such litigation, appeals or claims are resolved. Duly authorized representatives of CITY shall have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or

expiration of this Agreement. CONSULTANT shall include this provisions in its contracts with all subcontractors.

6. Time is of the Essence. Time is of the essence of this Agreement.

7. Compliance with Laws. CONSULTANT shall comply with all federal, state and local laws, ordinances and policies as may be applicable to the performance of services under this Agreement.

8. Ability to Perform. CONSULTANT agrees and represents that it has the time, ability and professional expertise to perform the services required under this Agreement.

9. Governing Agreement. In the event of any conflict between this Agreement and its EXHIBITS, the provisions of this Agreement shall govern. In the event of any conflict between any of the EXHIBITS, the provisions of the first in order of attachment shall govern.

10. Assignment. CONSULTANT is employed to perform unique personal services. CONSULTANT shall not assign this Agreement without the prior written consent of CITY. CONSULTANT shall not employ or otherwise incur any obligation to pay other specialists or experts for services in connection with this Agreement, without prior written consent of CITY.

11. Independent Contractor. CONSULTANT shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

12. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or

making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Successors in Interest. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

14. Copyright, Ownership and Use of Materials. All tangible material ("Material") created or delivered pursuant to this Agreement is considered a work made for hire under the Copyright Act. To the extent such Material does not qualify as a work made for hire, CONSULTANT hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by CONSULTANT in its performance under this Agreement. Material constitutes the scope of work outlined in Exhibit A and attached hereto, and all written and other tangible expressions, including but not limited to, drawings (including computer aided drawings), papers, documents, reports, surveys, renderings, exhibits, sketches, maps, models, prints, paintings or photographs, in any and all media or formats in which such materials have been created or are maintained. All Material furnished by CONSULTANT is, and shall remain, the property of CITY.

CONSULTANT shall execute any documents necessary to effectuate such assignment. In the event that CONSULTANT uses, employs, designates, or retains any person or entity who is not an employee of CONSULTANT, to perform any work required of it pursuant to this Agreement, CONSULTANT shall require said person or entity to execute an agreement containing the preceding paragraph.

15. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid.

16. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this Agreement or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Modification. This Agreement and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

18. Severability. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

19. Notices. Any notices to parties required by this Agreement shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

CONSULTANT

Rhon Herndon
Public Works Director
311 Vernon Street
Roseville, CA 95678

Paragon Partners Ltd.
5762 Bolsa Ave., Suite 201
Huntington Beach, CA 92649
Attn: Neilia LaValle

Either party may amend its address for notice by giving notice to the other party in writing.

20. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20____, and CONSULTANT has caused this Agreement to be executed.


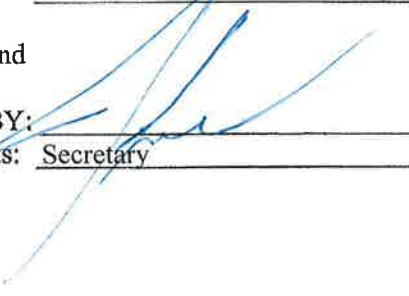
CITY OF ROSEVILLE, a
municipal corporation

PARAGON PARTNERS LTD., a
California corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY: 
its: President
and
BY: 
its: Secretary

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
RHON HERNDON
Public Works Director

EXHIBIT “A”



Scope of Work

Oak Ridge Drive Bridge Replacement over Linda Creek

Project Understanding

The City of Roseville is replacing the Oak Ridge Drive Bridge over Linda Creek, and will reconstruct the roadway, sidewalks and flood-walls to accommodate the new bridge. The project would raise the roadway and bridge profile, which would modify Oak Ridge Drive to a new profile. As a result, the roadway would now require changes to driveways and property access, thus requiring one partial fee acquisition and seven temporary construction easements.

Work Plan

The acquisition of right of way for a project can be a very expensive and time consuming process. Paragon has developed an extensive “lessons learned” and “best practices” in working with right of way issues that may arise. We understand that right of way issues do not just include the acquisition of property needed for construction. Right of way can also include damages associated with loss of use, loss of access to property, temporary construction easements, acquisition of easements for utilities, and subterranean easements. Paragon understands each of these concerns and proactively tries to minimize any of the impacts by working with the design team to adjust designs as appropriate. Acquisition agents attend the site inspection with the appraiser so they can ascertain any and all impacts that may be encountered. This in turn will assist in negotiations with the property owner.

Title

The City will provide Preliminary Title Reports. Our team will then review and create Exception Reports, noting any exceptions that need to be cleared during the acquisition process.

Appraisals

Paragon will coordinate the preparation of appraisal and review appraisal reports that will be used for the acquisition of the property rights required for the project. Appraisals will be performed by our sub-consultant, Pattison & Associates, Inc. Appraisals will be reviewed by our Appraisal Review sub-consultant, Michael Lockard, MAI, R/W-AC from Rowland Valuation. Mr. Lockard will develop an opinion as to the completeness of the material under review; apparent adequacy and relevance of the data and the propriety of any adjustments to the data; the appropriateness of the appraisal methods and techniques used; and verify that the analyses, opinions and conclusions are appropriate given the scope of work applicable in the assignment. Paragon’s team reads all appraisal reports to ensure they comply with all applicable laws specific to the appraisal assignment and will meet the current Uniform Standards of Professional Appraisal Practice. We also double-check the calculations in the report. Once approved, these reports will be used to establish the fair market value and become the basis for the determination of Just Compensation set by the City.

Acquisition

Our approach to acquisition services will comply with the Uniform Relocation and Real Property Acquisition Act (49 CFR Part 24), as amended; the California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations); the Caltrans Right of Way Manual; and the City’s own policies and procedures. Paragon’s local team understands the impacts that Capital Improvement projects can have on private property. They are proficient in communicating with property

owners as to why property is needed for public projects and how the acquisition process works. More importantly, they listen to the concerns, issues and frustrations of property owners.

Offer packages will be prepared for each affected parcel to be acquired after a careful review of the Preliminary Title Reports. Acquisition agents will personally meet and negotiate in good faith with each property owner, their agent or representative at appointed times convenient for them to present offers, explain the acquisition process and gather information to obtain the required executed documents.

We will maintain a parcel diary of all pertinent information and contacts made with respect to the acquisition negotiations. The diary will be updated documenting every contact with each property owner, including a summary of the status of negotiations indicating the concerns of the owner and all relevant information about the status of negotiations. All executed documents (acquisition agreements and executed deeds, etc.) will be promptly transmitted to the City for acceptance and processing.

In the event of impasse, and condemnation is required, Paragon will provide the City, or its legal counsel, with a complete parcel file, including the appraisal, negotiation records and all correspondence needed.

Critical Issues

Paragon has begun to consider some of the following critical issues that may be encountered on this project. To address such issues, here are some of the innovative concepts that Paragon has implemented to best meet client needs:

Possession and Use Agreement

The possession and use agreement is a form that allows for escrow to be opened and the appraised amount to be deposited in exchange for a right of possession for construction purposes. The final valuation then can be further negotiated over an additional period of time. Paragon has utilized possession and use agreements projects in order to meet tight timelines. The advantage to the City is the immediate right of possession for construction purposes and the avoidance of eminent domain costs. The benefit to the property owner is the avoidance of attorney costs for eminent domain.

Construction Impacts

The impacts to the adjoining property owners during the construction period are significant. Some concerns the property owners may have about construction are: the impacts to access; loss of parking; loss of visibility; and damage to landscaping.

Paragon spends a significant amount of time upfront with the design plans and the design team to fully understand the after condition of the property and the project. Prior to meeting with the property owner, Paragon will identify the property owner's concerns and discuss those with the design engineer. Paragon's appraiser takes into consideration all permanent impacts to the property. While there is a clear separation between our appraisal and acquisition services, the Acquisition Agent and the Appraiser coordinate their efforts, so that the Acquisition Agent can explain all of the considerations to the property owner when the offer is presented.

Project Management

Paragon's approach to the City's project will be more than just your consultant. At the start of our working relationship, we will consider ourselves to be a part of your team, equally invested in your goals and objectives and working collaboratively with your staff on a daily basis. An outline of our approach to this assignment is provided below:

- Meet with the City to discuss specific real estate requirements and ensure services are coordinated and on schedule, as well as listen to the City's concerns and address any issues that may arise.
- Schedule regular meetings with Paragon's right of way team to ensure that project deliverables stay on-schedule and within budget.
- Manage our quality control program to ensure compliance with the City's and Paragon's requirements.
- Prepare and deliver written progress status reports for cases.
- Participate in project and public meetings, as required.
- Prepare and implement an effective project management plan.
- Conduct research and analysis to support the goals and objectives of each project.
- Finalize work product, provide services and prepare and deliver presentations to the City's staff and stakeholders, as appropriate.

Quality Assurance / Quality Control

All work completed by Paragon will be performed in accordance with a project-specific Quality Control Plan. All staff members will have a working knowledge of the Quality Control Plan, which will guide each action from beginning to end. The Quality Control Plan will include a uniform case file format. As a result, anyone working on or reviewing a particular case may easily locate, update and retrieve information. Additionally, standards are established regarding file maintenance, contact notes, moving and construction bid format, claim documentation and calculations. We will use a checklist for each case file to track individual progress. The purpose of this checklist is to itemize and prioritize the action items necessary to complete the designated scope of work. By adhering to these protocols, each case file will clearly "tell the story."

Paragon's staff follow a protocol regarding the documentation of impacted property owners and residential and non-residential occupant contact using contact logs. These diaries are critical, especially in the event that condemnation is exercised. We will ensure that contact with each property owner or tenant for each individual parcel or unit is accurately documented, maintained and made available to the City at the end of the project. To ensure the highest quality product and the most defensible diaries, agents will review and adhere to the following protocol regarding contact documentation: the field agent will record detailed entries by the following business day; the project manager will complete consistent reviews of file entries or logs for accuracy and completeness; and each entry will include time, date, parties involved, content of conversation and any appropriate documents. In addition, all documents will be reviewed for quality control, prior to being delivered or mailed to the City.

Schedule Control

At the initiation of a task order, Paragon will develop a task-driven schedule in Microsoft Project indicating milestones for the assignment and will be updated, as appropriate. The project manager will closely monitor the schedule and progress to determine slippage of any tasks or deliverables. This proactive approach will help us identify any issues that can be mitigated.

Right of way tasks are often on the critical path of schedules. Therefore, we prioritize high risk matters and itemize any action items into smaller tasks. In the event of schedule slippage, Paragon's project managers create workable solutions with the City to accelerate the schedule, such as providing additional staff or working additional hours. Where appropriate, we also rearrange project tasks to be completed in parallel instead of in sequence. By doing this, we can accelerate work on current tasks to get back on track for future tasks. In addition, we can identify future tasks that can be started earlier to make up for time.

CONTACT

NEILIA LAVALLE

President and CEO

(714) 379-3376

neilia@paragon-partners.com

PAM SAMMS

Project Manager

(916) 565-1174

psamms@paragon-partners.com



**PARAGON
PARTNERS**
LTD

EXHIBIT “B”



**PARAGON
PARTNERS**
LTD

CITY OF ROSEVILLE

RIGHT OF WAY ACQUISITION &
APPRAISAL FOR OAK RIDGE DRIVE
BRIDGE REPLACEMENT



May 18, 2017

COST PROPOSAL

2525 Natomas Park Drive, Suite 330 | Sacramento, California 95833
(916) 565-1174 | www.paragon-partners.com

COST PROPOSAL

Paragon Partners Ltd. presents our Cost Proposal for right of way appraisal and acquisition services for the Oakridge Drive Bridge Replacement Project over Linda Creek.

Our services will be provided to the following parcels located at: Cox | APN #470-084-029, Raney | APN #470-084-028, Cummings | APN #470-070-054, LaCurelle | APN # 470-070-053, Bower | APN #470-100-042, Shykowski | APN #470-050-016 and Fong | APN #470-070-057.

APPRAISAL SERVICES | PATTISON & ASSOCIATES

SERVICE	SUBTOTAL
Appraisal of seven (7) parcels	\$15,400

APPRAISAL REVIEW SERVICES | ROWLAND VALUATION

SERVICE	SUBTOTAL
Appraisal Review of seven (7) parcels	\$11,550

RIGHT OF WAY ACQUISITION SERVICES

CLASSIFICATION	HOURLY RATE	HOURS	SUBTOTAL
Project Manager	\$150	36	\$5,400
Senior Acquisition Agent	\$95	140	\$13,300
Project Coordinator	\$75	35	\$2,625
Meetings with the City			\$4,903
Other Direct Costs (mileage, copies, etc.)	N/A	N/A	\$750
			\$26,978

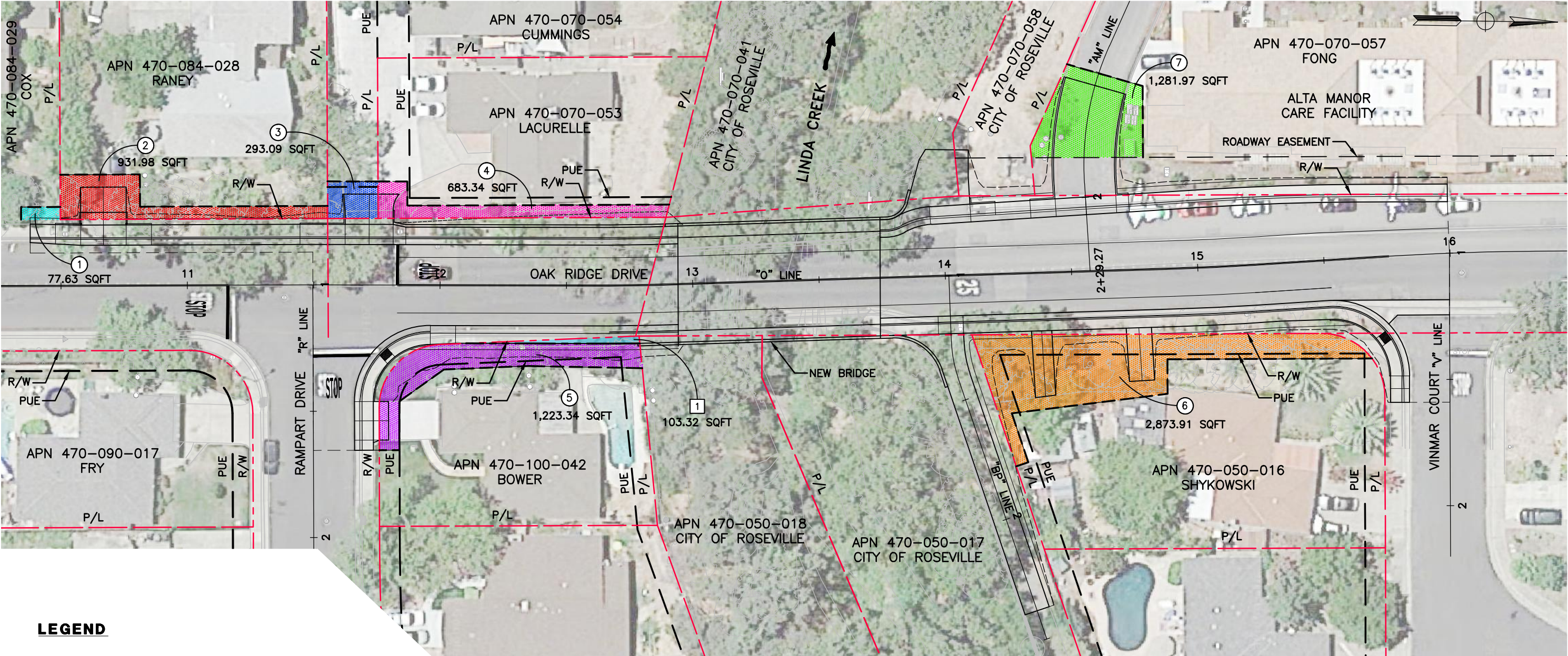
TOTAL PROJECT COST: \$53,928

ASSUMPTIONS

The cost breakdown provided above is based on the following assumptions:

- The City will provide Paragon with legal descriptions and plats for each parcel.
- The City will provide Preliminary Title Reports for each parcel.





LEGEND

- BOUNDARIES:**
- PROPERTY LINE
 - Exist R/W
 - PROPOSED R/W
 - TEMPORARY CONSTRUCTION EASEMENT (TCE)
 - CUT
 - FILL
 - PUBLIC UTILITY EASEMENT (PUE)
 - ROADWAY EASEMENT

- PERMANENT ACQUISITION:**
- BOWER

- TEMPORARY CONSTRUCTION EASEMENT:**
- COX
 - RANEY
 - TSUKAN
 - LACURELLE
 - BOWER
 - SHYKOWSKI
 - FONG

RIGHT-OF-WAY SUMMARY

PERMANENT ACQUISITION:			
OWNER	AREA	SQFT	ACRES
BOWER	1	103.32	0.002
	TOTAL	103.32	0.002

TEMPORARY CONSTRUCTION EASEMENT:			
OWNER	AREA	SQFT	ACRES
COX	1	77.63	0.002
RANEY	2	931.98	0.021
CUMMINGS	3	293.09	0.007
LACURELLE	4	683.34	0.016
BOWER	5	1,223.34	0.028
SHYKOWSKI	6	2,873.91	0.066
FONG	7	1,281.97	0.029
	TOTAL	7,365.26	0.169

**OAK RIDGE DRIVE BRIDGE
REPLACEMENT AT LINDA CREEK
FEDERAL PROJECT NO. BRLO-5182(057)
DRAFT RIGHT-OF-WAY MAP**



COUNCIL COMMUNICATION

CC #: 8623

File #: 0300

Title: Second Reading - Municipal Code Amendment - Repeal of Public Dance Ordinance and Entertainment Ordinance Amendment

Contact: Dee Dee Gunther 916-774-5015 ddgunther@roseville.ca.us

Meeting Date: 7/5/2017

Item #: 6.34.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 5852 OF THE COUNCIL OF THE CITY OF ROSEVILLE REPEALING CHAPTER 9.40 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC DANCE PERMITS AND AMENDING CHAPTER 9.45 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ENTERTAINMENT ESTABLISHMENTS, for second reading and adoption.

BACKGROUND

The Roseville Municipal Code authorizes the police department to issue permits to bars, nightclubs, and restaurants that serve alcohol and offer dancing, shows and other entertainment. The purpose is to protect public safety by ensuring the businesses have good safety and security measures in place to minimize public drunkenness, excessive noise, fights and other disorderly conduct.

Currently the Municipal Code has two different ordinances that regulate such businesses, depending on where they're located. Certain businesses located in the Downtown Specific Plan, which includes Historic Old Roseville and Vernon Street, are required by Chapter 9.45 of the Municipal Code to obtain "entertainment permits" if they serve alcohol late at night (past 11:00 p.m.), and/or offer dancing, live music, shows, or similar entertainment.

The same kind of establishments anywhere outside the Downtown Specific Plan are governed by a different ordinance, Chapter 9.40, regulating "public dances." If businesses have floor space for dancing and offer dancing to live or recorded music, either year-round or for a special event, then they're required to obtain a public dance permit. Both ordinances have similar requirements designed to protect public safety and minimize disorderly conduct, and they both give the police department the ability to conduct a limited criminal background check on the applicants, review and approve security plans, place reasonable conditions on operations, and suspend permits for serious or repeated violations.

The new ordinance proposed by staff will eliminate public dance permits and institute a single

entertainment permit for all qualified businesses throughout the city. We have seen a decrease in calls for service in the Historic Old Roseville and Vernon Street areas since the entertainment permit went into place five years ago in those areas, but have since seen an increase in the areas not subject to the entertainment permit. These increased problems include disorderly conduct such as fights, excessive noise, and most seriously a shooting at a Roseville nightclub on July 1, 2016 resulting in more than a hundred rounds being fired around the business and surrounding parking lots from numerous rifles and handguns, some rounds striking surrounding residences and businesses.

Successful application of the proposed entertainment ordinance could have prevented the problems we are seeing. The various incidents have caused staff to reevaluate the impact of the entertainment ordinance and the limitations of the dance permit, and led to staff's proposal for this single city-wide entertainment ordinance. This also creates an even playing field for all businesses in the community so that no bad actor is given an advantage over a law abiding business.

Major changes to the entertainment ordinance include:

- It expands the definition of "disorderly conduct" that the permit holder is expected to prevent or curtail to include drug trafficking, lewd conduct, disturbing the peace, and other conduct that violates the Roseville Municipal Code. This new definition brings our ordinance in line with State law.
- It repeals the public dance ordinance and makes the entertainment ordinance applicable citywide, rather than just in the Downtown Specific Plan Area.
- Understanding that restaurants who serve alcohol for on-site consumption past 11:00 p.m. would need to obtain the permit, staff changed the qualifying alcohol service time from 11:00 p.m. to midnight in order to exclude almost all restaurants from needing to obtain an entertainment permit.
- It adds the definition of "premises," where the permit-holder is expected to exercise reasonable control and discourage disorderly conduct, to include the entire parcel where the entertainment venue is located. This will include any structures, outdoor seating areas and parking lots that are part of the parcel owned, leased, occupied or under the control of the permit holder.

Stakeholder outreach

With the help of the Roseville Area Chamber of Commerce, staff contacted over thirty restaurants, bars and other entertainment venues potentially affected by the new ordinance. Staff believes that with the new entertainment permit ordinance only three or four restaurants would be required to obtain an entertainment permit based on the activities they offer or their current hours of alcoholic beverage service. Staff met with these businesses who expressed no concern over obtaining the permit. Though only three or four restaurants are expected to be impacted by the entertainment ordinance, staff notified the other businesses because they could be affected in the future if they expand their hours of alcoholic beverage service. Staff attended six public meetings, including five Roseville Area Chamber of Commerce led outreach meetings in order to accommodate various schedules for the business owners. A total of six businesses attended these meetings. The business representatives were generally supportive, and none indicated opposition to the new ordinance.

The following table summarizes the noteworthy differences between the two existing ordinances and the proposed new consolidated ordinance.

	Public Dance Ordinance (to be repealed)	Entertainment Ordinance (existing)	Proposed new Entertainment Ordinance
Geographic area	Anywhere in City <u>except</u> the Downtown	Downtown Specific Plan (Historic Old	Citywide

	Specific Plan	Roseville & Vernon St.)	
Defining activities	Public dance open to public with floor space for dancing, or a private dance with 20 or more attendees	Performances, shows and similar entertainment, dancing, and/or serving alcohol after 11 p.m.	Performances, shows and similar entertainment, dancing, and/or serving alcohol after midnight
Exempted events and organizations	City of Roseville, religious, school and charitable, dramatic or literary organizations	Entertainment sponsored by the City of Roseville, Placer County, boards of education or other political subdivisions of the state; non-profit youth organizations (with certain conditions); business improvement districts; private clubs; private events such as weddings; theme parks, parades, theaters, political fundraisers; free ambient or “background” music; entertainment provided for gatherings of 49 or fewer people	Same as existing entertainment ordinance
Definition of “disorderly conduct”	Off-premise consumption of alcohol, being drunk in public, obstructing the street or sidewalk, littering, fighting & other public nuisances and violations of law	Same as public dance ordinance, plus loud speaking or shouting	Same as existing entertainment ordinance plus any other violations of the Municipal Code, drug trafficking, lewd conduct and disturbing the peace.
Areas where the permit holder is responsible for security measures designed to prevent and minimize disorderly conduct	Establishment and 50’ surrounding area	Establishment and 20’ surrounding area	“Premises” (to encompass whole parcel, including structures, outdoor seating and parking lots) and 20’ surrounding area
Length of permit & permit fee, excluding fingerprinting costs	One year, \$100	Two years, \$200	Two years, \$200

Suspension procedures	Sets forth grounds for suspension and appeals process, including hearing with chief of police, then city manager	Sets forth grounds for suspension and appeals process, using the standard City appeals process with City's Board of Appeals, then Superior Court	Same as existing entertainment ordinance, but also allows chief of police to modify a permit through a negotiated settlement with permittee and the concurrence of the City Attorney
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FISCAL IMPACT

Permits under the new ordinance will have the same annual cost as the current public dance and entertainment permits. Public dance permits currently cost \$100 for a one-year permit. Entertainment permits cost \$200 for a two-year permit. Under the proposed ordinance, permits will continue to cost \$200 for a two-year permit, but the change will result in a small increase in revenue for the City, as new establishments will be required to obtain permits.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable to this ordinance.

ENVIRONMENTAL REVIEW

This modification of an entertainment ordinance is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

Respectfully Submitted,

Doug Blake, Police Lieutenant

Daniel Hahn, Police Chief



Rob Jensen, City Manager

ATTACHMENTS:

Description

Proposed Ordinance

Ordinance No. 5852

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE REPEALING CHAPTER
9.40 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC DANCE
PERMITS AND AMENDING CHAPTER 9.45 OF TITLE 9 OF THE ROSEVILLE
MUNICIPAL CODE REGARDING ENTERTAINMENT ESTABLISHMENTS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 9.40 of Title 9 of the Roseville Municipal Code is hereby repealed
in its entirety.

SECTION 2. Section 9.45.020 of Chapter 9.45 of Title 9 of the Roseville Municipal
Code is hereby amended as follows:

9.45.020 Definitions.

The following definitions shall apply for purposes of this chapter:

“ABC license” means the license issued by the California Department of Alcoholic
Beverage Control.

“Admission charge” means any charge for the right or privilege to enter any place of
entertainment including a minimum service charge, an event charge, a cover charge, a charge for
the use of seats and tables, or any other similar charge. It also includes the purchase or
presentation of a ticket, token or equivalent directly or indirectly required as a condition for

entrance. It does not include tips, gratuities, voluntary donations, or suggested donations for employees or for any person providing entertainment.

“Chief of police” includes the chief of police of the City of Roseville and his or her designee.

“City manager” includes the city manager of the City of Roseville and his or her designee.

“City attorney” includes the city attorney of the City of Roseville and his or her designee.

“Dance” and “dancing” mean movement of the human body, accompanied by music or rhythm.

“Disorderly conduct” means any of the following: consumption of alcoholic beverages on public property, public drunkenness, obstructing the free passage of pedestrians over public sidewalks, the obstruction of free passage of vehicles within the public right-of-way, littering, fighting, loud speaking or shouting, drug trafficking, lewd conduct, disturbance of the peace, conduct that violates any provision of the Roseville Municipal Code, including but not limited to Chapters 9.24, 10.30, 10.34, 10.37, or 10.38, and such other conduct that constitutes a public nuisance or a violation of law.

~~“Downtown Specific Plan Area” means the Downtown Specific Plan Area as defined in Roseville Municipal Code Section 19.31.020 and as depicted in the Downtown Land Use Plan for the Downtown Specific Plan of the City of Roseville.~~

“Entertainment” or “entertainment establishment” means any single event, a series of events, or an ongoing activity or business, occurring alone or as part of another business, to

which the public is invited or allowed to watch, listen, or participate or that is conducted for the purposes of holding the attention of, gaining the attention of or diverting or amusing guests or patrons, including, but not limited to:

A. Presentations by single or multiple performers, such as hypnotists, mimes, comedians; musical song or dance acts, plays, concerts, any type of contest; sporting events, exhibitions, carnival, rodeo or circus acts, demonstrations of talent; shows, reviews and any other such activity which may be attended by members of the public.

B. Dancing to live or recorded music.

C. Serving alcohol after 12~~+~~⁺:00 ~~a~~^p.m. (This provision does not include sales of original, sealed containers for off-premises consumption pursuant to an exclusively off-sale alcoholic beverage license.)

D. The presentation of recorded music played on equipment which is operated by an agent or contractor of the establishment, commonly known as a “DJ” or “disc jockey.” Entertainment does not include ambient music provided through the use of a radio, stereo, juke box, music recording machine or other similar device.

“Entertainment permit” means any special permit issued by the city under this chapter related to the operation of a public dance, entertainment establishment, or amusement premises.

“Permittee” means a person, persons, or business entity that has been issued a permit as provided in this chapter.

“Person” means an individual(s), firm, association, partnership, corporation, company, governmental entity or organization or legal entity of any kind, and the legal representatives, agents, trustees, receivers, assigns, agents, servants, and employees of any such person.

“Premises” means any parcel(s) of property owned, leased, occupied, or under the control of a person where entertainment occurs, including but not limited to any structures, outdoor seating, or parking lots.

“Reasonable efforts” means the provision of an adequate number of licensed security personnel, the adoption and posting of operating policies that are consistent with the requirements of this code and the permit and the adherence to those policies, the documented training of employees in the carrying out of the establishment operating policies, notifying the police of apparent criminal activity, and the taking of all additional measures, consistent with sound business judgment, necessary to accomplish the required result.

“Responsible person” means the permittee, owner, proprietor, promoter, manager, assistant manager or other person present and exercising control over the operation of an entertainment establishment, whether or not that person is a named permittee.

“Special event” means entertainment conducted on private property where all of the following circumstances exist:

- A. The premises or location where the entertainment is to be conducted is not the subject of an existing entertainment permit issued pursuant to this chapter;
- B. The person sponsoring or offering the entertainment is not in the business of regularly offering entertainment to the public;

C. Entertainment will only be offered for a limited period of time, not to exceed five days; and

D. The entertainment is not a recurring or regularly scheduled event or celebration.

“Theater” means any commercial establishment where regular sporting events, concerts, motion picture screenings or theatrical performances are given, usually with a stage, and usually with ascending row seating or some arrangement of permanent seating.

SECTION 3. Section 9.45.030 of Chapter 9.45 of Title 9 of the Roseville Municipal Code is hereby amended as follows:

9.45.030 Entertainment permit required—Compliance with other laws.

A. Unless exempt pursuant to Section 9.45.040, it is unlawful for any person or premises, located ~~in~~ within the ~~Downtown Specific Plan Area~~ City of Roseville, to provide or permit any entertainment that is open to the public without an entertainment permit issued pursuant to this chapter.

B. Neither the obtaining of an entertainment permit nor compliance with the operating standards provided in this chapter shall obviate the need for, or excuse any noncompliance with, the zoning code, building code, fire code or any other or additional permit requirement or standard made applicable to the entertainment or entertainment establishment under any other provision of this code or state or federal law.

SECTION 4. Section 9.45.040 of Chapter 9.45 of Title 9 of the Roseville Municipal Code is hereby amended as follows:

9.45.040 Exemption from the permit requirement.

The following types of entertainment and events are exempt from the permit required by this chapter. This exemption does not relieve any entertainment establishment from complying with all other applicable laws, including, but not limited to, regulations related to noise levels and nuisances.

A. Entertainment sponsored by any agency of the City of Roseville, the county of Placer, the various boards of education, or by any other political subdivision of the state of California.

B. Entertainment sponsored by any school or nonprofit public benefit organization, such as Girl Scouts, Boy Scouts, Little League or Boys and Girls Club, whose primary objective is the sponsoring and control of youth activities and child welfare. If the event is a dance, the following requirements must be met:

1. No person 18 years of age or older may be admitted as a guest, unless such person is a bona fide student at, or member of, the sponsoring agency or organization;
2. No alcoholic beverages may be served, consumed or permitted on the premises;
3. Chaperones from the sponsoring agency are present on the premises at the rate of two adults, who are at least 25 years of age or older, for every 100 guests; and

4. The event must finish by 12:00 a.m. and the premises and the adjoining parking lots must be promptly vacated by all the guests.

C. Entertainment lawfully conducted at any city park, building or recreational facility.

D. Entertainment lawfully conducted entirely upon property owned or controlled by a governmental entity.

E. Entertainment sponsored by a city authorized business improvement district or area when:

1. The business improvement district or area is created pursuant to and is abiding by state law, and in compliance with agreements between the business improvement district or area and the city;

2. The event is for the purpose of improving the area encompassed by the business improvement district or area; and

3. The business improvement district or area is the responsible person for the event.

F. Entertainment limited to the use of a radio, music recording machine, juke box, television, video games, video programs, or recorded music by an establishment that does not permit dancing.

G. Entertainment provided for members and their guests at a private club having an established membership when admission is not open to the public. For purposes of this section, private club means a corporation or association operated solely for objects of national, social, fraternal, patriotic, political, or athletic nature, in which membership is by application and

regular dues are charged, and the advantages of which club belong to members, and the operation of which is not primarily for monetary gain.

H. Entertainment provided [solely](#) for invited guests at a private event such as a wedding reception, banquet, or celebration where there is no admission charge.

I. Entertainment conducted in connection with a regularly established theme park.

J. Parades; however, a special events permit is required per Chapter 9.36.

K. Street performers such as musicians, singers or mimes.

L. Entertainment conducted or sponsored by any religious organization, bona fide club, organization, society or association that is exempt from taxation pursuant to Internal Revenue Code Section 501(c)(3), when all proceeds, if any, arising from such entertainment are used exclusively for the benevolent purposes of such religious organization, club, society or association.

M. Performances by the students at educational institutions as defined by the Education Code where such performances are part of an educational or instructional curriculum or program.

N. Theaters.

O. Motion picture theaters not providing live entertainment.

P. Dance lessons, theatrical and performing arts lessons and student recitals, provided that no alcoholic beverages are served on the premises.

Q. Book readings, book signings, poetry recitations, and any other similar entertainment consisting of the spoken word, including plays.

R. Fundraisers for a political or charitable cause, provided that 100 percent of the proceeds are used for the purposes of the political or charitable cause.

S. Entertainment consisting of ambient or incidental music provided for guests or patrons by musicians such as a piano player, harpist, strolling violinist, mariachi band, guitarist or band. If there is an admission charge [or other charge](#) required to observe or attend such entertainment, the music will not be considered ambient or incidental.

T. Any establishment, venue or assemblage of 49 persons or less, as described in the maximum occupancy load.

U. Entertainment conducted in any hotel or motel having in excess of 100 rentable rooms or suites.

V. Entertainment lawfully conducted at any of the following regulated businesses:

1. Adult-oriented businesses, regulated under Chapter 9.11; or
2. Bingo, regulated under Chapter 10.62.

W. The normal and customary fitness services provided by an athletic club or fitness center.

SECTION 5. Section 9.45.070 of Chapter 9.45 of Title 9 of the Roseville Municipal Code is hereby amended as follows:

9.45.070 Disturbing the peace—Disorderly conduct.

Each responsible person shall make reasonable efforts to prevent the admittance of any person whose conduct is described as “disorderly conduct” under this Chapter, including but not limited to such conduct as described in Penal Code Section 415 (fighting, loud noise, offensive words in public places) or 647 (disorderly conduct) at the premises or on any parking lot or similar facility used by the establishment. Each responsible person shall make reasonable efforts to remove any persons exhibiting such conduct from the establishment and the vicinity.

SECTION 6. Section 9.45.110 of Chapter 9.45 of Title 9 of the Roseville Municipal Code is hereby amended as follows:

9.45.110 Disorderly conduct within 20 feet of premises prohibited.

Each responsible person shall make reasonable efforts to control the conduct of patrons so as to prevent or minimize disorderly or unlawful conduct within the ~~establishment~~premises and within 20 feet of the ~~establishment~~premises.

SECTION 7. Section 9.45.120 of Chapter 9.45 of Title 9 of the Roseville Municipal Code is hereby amended as follows:

9.45.120 Orderly dispersal required.

Each responsible person shall use reasonable efforts to cause the orderly dispersal of individuals from the vicinity of the ~~establishment~~ premises at closing time, and shall not allow them to congregate within 20 feet of the ~~establishment~~ premises ~~in a disorderly fashion~~ so as to result in disorderly conduct.

SECTION 8. Section 9.45.140 of Chapter 9.45 of Title 9 of the Roseville Municipal Code is hereby amended as follows:

9.45.140 Chief of police authority where there is immediate threat to public safety.

A. The chief of police may require a permittee or responsible person to close down operations and disperse all persons for the remainder of its daily operation whenever disorderly conduct by ~~disorderly~~ patrons reaches a magnitude that presents an immediate and ongoing threat to the public safety or well-being of the patrons and general public in the vicinity.

B. Circumstances constituting an immediate threat to the public safety include, but are not limited to, the following:

1. There is an immediate ongoing and likely to continue threat of bodily harm or injury to a person or persons.

2. There is a clear and present danger of riot, disorder or unlawful interference with traffic upon the public streets.

3. When the occupancy rules are being violated.

C. It is unlawful for any person to fail to comply with any directive issued by the chief of police under authority of subsection A.

SECTION 9. Section 9.45.160 of Chapter 9.45 of Title 9 of the Roseville Municipal Code is hereby amended as follows:

9.45.160 Application for permit—Posting premises.

A. All applications for permits shall be filed with the chief of police on such forms as he or she may prescribe, and shall contain all of the following:

1. The name and permanent address of the applicant and all other persons having a financial interest in the operation of the entertainment, business or premises where the entertainment is to be located.

2. A description of the proposed entertainment, including the maximum number of persons who are expected to be present within the ~~entertainment establishment~~premises at any one time.

3. The proposed opening date and hours of operation of the entertainment establishment.

4. For special or limited duration events, the date or dates, hours and location of the proposed entertainment.

5. The proposed security arrangements for the control of patrons.
 6. The name or names of the person or persons having management or supervision authority over the proposed entertainment, or any business or premises wherein the entertainment is proposed to be located.
 7. Whether the applicant or any other responsible person(s) have been convicted of a misdemeanor or felony offense within the past five years, the nature of such offense(s), and the sentence(s) imposed therefor.
 8. Written consent for the proposed entertainment on the premises from the owner of the property on which the entertainment is to be conducted.
 9. Such other information as the chief of police shall deem necessary for the proper processing and review of the application.
- B. The applicant and all responsible persons shall submit to fingerprinting by the chief of police.
- C. Upon receipt of a complete application, the chief of police shall provide to the applicant a notice of application for entertainment permit. The applicant shall post the notice on the exterior of the premises for which the permit is sought within 24 hours after receiving the notice and for no less than 14 calendar days, or in the case of an application for an entertainment permit for a special event for a period no less than 48 hours, in a location that allows interested members of the public to read the notice.
- D. Except as provided below, the chief of police shall either approve or deny the entertainment permit within 60 calendar days of receipt of the complete application. The chief of

police may extend the time for consideration of the application by not more than 20 calendar days.

E. The chief of police shall either approve or deny the entertainment permit for a special event within five calendar days of receipt of the complete application. The chief of police may extend the time for consideration of the application by not more than five calendar days.

SECTION 10. Section 9.45.230 of Chapter 9.45 of Title 9 of the Roseville Municipal Code is hereby amended as follows:

9.45.230 Effect of revocation.

In the event an application for a permit is revoked by the chief of police, no application for a permit to conduct the proposed activity at the same location shall be considered by the chief of police for a period of one year from the date of revocation, unless sufficient proof of ~~legitimate~~ adequate change of ownership has been presented to the chief of police.

SECTION 11. Section 9.45.240 of Chapter 9.45 of Title 9 of the Roseville Municipal Code is hereby amended as follows:

9.45.240 Suspension, modification or revocation of permit.

1. After notice to the permittee and an opportunity for a hearing as provided in this section, the chief of police may suspend, modify or revoke any permit issued pursuant to the provisions of this chapter for any of the following reasons:

A. The entertainment has been conducted in a manner contrary to the findings for the issuance of a permit set forth in Section 9.45.190(B);

B. The permittee has failed to comply with one or more conditions of the permit;

C. The entertainment has created sound levels that violate the city code;

D. The permittee or his or her employees, agents, or representatives have violated or are violating federal, state or local laws, rules or regulations in connection with the entertainment;

E. The entertainment has been conducted in an illegal or disorderly manner or has been conducted in such a manner as to constitute an unreasonable burden on the reasonable use and enjoyment of neighboring properties;

F. The applicant has knowingly made a false statement of material fact or has knowingly omitted a material fact in the application;

G. The entertainment has created or is creating a nuisance;

H. The permittee or any other responsible person has violated any provision of this chapter; or

I. The modification has been requested by the permittee and the chief of police finds the modification is consistent with the provisions of this code and will not constitute a nuisance or an unreasonable burden upon city resources or the surrounding neighborhood.

2. The chief of police with the concurrence of the City Attorney may modify a permit, which is in violation of the above, by way of a negotiated settlement with the permittee.

SECTION 12. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 13. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

ORDINANCE NO. 5852

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE REPEALING CHAPTER 9.40 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING PUBLIC DANCE PERMITS AND AMENDING CHAPTER 9.45 OF TITLE 9 OF THE ROSEVILLE MUNICIPAL CODE REGARDING ENTERTAINMENT ESTABLISHMENTS

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 9.40 of Title 9 of the Roseville Municipal Code is hereby repealed in its entirety.

SECTION 2. Section 9.45.020 of Chapter 9.45 of Title 9 of the Roseville Municipal Code is hereby amended as follows:

9.45.020 Definitions.

The following definitions shall apply for purposes of this chapter:

“ABC license” means the license issued by the California Department of Alcoholic Beverage Control.

“Admission charge” means any charge for the right or privilege to enter any place of entertainment including a minimum service charge, an event charge, a cover charge, a charge for the use of seats and tables, or any other similar charge. It also includes the purchase or presentation of a ticket, token or equivalent directly or indirectly required as a condition for entrance. It does not include tips, gratuities, voluntary donations, or suggested donations for employees or for any person providing entertainment.

“Chief of police” includes the chief of police of the City of Roseville and his or her designee.

“City manager” includes the city manager of the City of Roseville and his or her designee.

“City attorney” includes the city attorney of the City of Roseville and his or her designee.

“Dance” and “dancing” mean movement of the human body, accompanied by music or rhythm.

“Disorderly conduct” means any of the following: consumption of alcoholic beverages on public property, public drunkenness, obstructing the free passage of pedestrians over public sidewalks, the obstruction of free passage of vehicles within the public right-of-way, littering, fighting, loud speaking or shouting, drug trafficking, lewd conduct, disturbance of the peace, conduct that violates any provision of the Roseville Municipal Code, including but not limited to Chapters 9.24, 10.30, 10.34, 10.37, or 10.38, and such other conduct that constitutes a public nuisance or a violation of law.

“Entertainment” or “entertainment establishment” means any single event, a series of events, or an ongoing activity or business, occurring alone or as part of another business, to which the public is invited or allowed to watch, listen, or participate or that is conducted for the purposes of holding the attention of, gaining the attention of or diverting or amusing guests or patrons, including, but not limited to:

A. Presentations by single or multiple performers, such as hypnotists, mimes, comedians; musical song or dance acts, plays, concerts, any type of contest; sporting events, exhibitions, carnival, rodeo or circus acts, demonstrations of talent; shows, reviews and any other such activity which may be attended by members of the public.

B. Dancing to live or recorded music.

C. Serving alcohol after 12:00 a.m. (This provision does not include sales of original, sealed containers for off-premises consumption pursuant to an exclusively off-sale alcoholic beverage license.)

D. The presentation of recorded music played on equipment which is operated by an agent or contractor of the establishment, commonly known as a “DJ” or “disc jockey.” Entertainment does not include ambient music provided through the use of a radio, stereo, juke box, music recording machine or other similar device.

“Entertainment permit” means any special permit issued by the city under this chapter related to the operation of a public dance, entertainment establishment, or amusement premises.

“Permittee” means a person, persons, or business entity that has been issued a permit as provided in this chapter.

“Person” means an individual(s), firm, association, partnership, corporation, company, governmental entity or organization or legal entity of any kind, and the legal representatives, agents, trustees, receivers, assigns, agents, servants, and employees of any such person.

“Premises” means any parcel(s) of property owned, leased, occupied, or under the control of a person where entertainment occurs, including but not limited to any structures, outdoor seating, or parking lots.

“Reasonable efforts” means the provision of an adequate number of licensed security personnel, the adoption and posting of operating policies that are consistent with the requirements of this code and the permit and the adherence to those policies, the documented training of employees in the carrying out of the establishment operating policies, notifying the police of apparent criminal activity, and the taking of all additional measures, consistent with sound business judgment, necessary to accomplish the required result.

“Responsible person” means the permittee, owner, proprietor, promoter, manager, assistant manager or other person present and exercising control over the operation of an entertainment establishment, whether or not that person is a named permittee.

“Special event” means entertainment conducted on private property where all of the following circumstances exist:

- A. The premises or location where the entertainment is to be conducted is not the subject of an existing entertainment permit issued pursuant to this chapter;
- B. The person sponsoring or offering the entertainment is not in the business of regularly offering entertainment to the public;
- C. Entertainment will only be offered for a limited period of time, not to exceed five days; and
- D. The entertainment is not a recurring or regularly scheduled event or celebration.

“Theater” means any commercial establishment where regular sporting events, concerts, motion picture screenings or theatrical performances are given, usually with a stage, and usually with ascending row seating or some arrangement of permanent seating.

SECTION 3. Section 9.45.030 of Chapter 9.45 of Title 9 of the Roseville Municipal Code is hereby amended as follows:

9.45.030 Entertainment permit required—Compliance with other laws.

- A. Unless exempt pursuant to Section 9.45.040, it is unlawful for any person or premises, located within the City of Roseville, to provide or permit any entertainment that is open to the public without an entertainment permit issued pursuant to this chapter.
- B. Neither the obtaining of an entertainment permit nor compliance with the operating standards provided in this chapter shall obviate the need for, or excuse any noncompliance with, the zoning code, building code, fire code or any other or additional permit requirement or standard made applicable to the entertainment or entertainment establishment under any other provision of this code or state or federal law.

SECTION 4. Section 9.45.040 of Chapter 9.45 of Title 9 of the Roseville Municipal Code is hereby amended as follows:

9.45.040 Exemption from the permit requirement.

The following types of entertainment and events are exempt from the permit required by this chapter. This exemption does not relieve any entertainment establishment from complying with all other applicable laws, including, but not limited to, regulations related to noise levels and nuisances.

- A. Entertainment sponsored by any agency of the City of Roseville, the county of Placer, the various boards of education, or by any other political subdivision of the state of California.

B. Entertainment sponsored by any school or nonprofit public benefit organization, such as Girl Scouts, Boy Scouts, Little League or Boys and Girls Club, whose primary objective is the sponsoring and control of youth activities and child welfare. If the event is a dance, the following requirements must be met:

1. No person 18 years of age or older may be admitted as a guest, unless such person is a bona fide student at, or member of, the sponsoring agency or organization;
2. No alcoholic beverages may be served, consumed or permitted on the premises;
3. Chaperones from the sponsoring agency are present on the premises at the rate of two adults, who are at least 25 years of age or older, for every 100 guests; and
4. The event must finish by 12:00 a.m. and the premises and the adjoining parking lots must be promptly vacated by all the guests.

C. Entertainment lawfully conducted at any city park, building or recreational facility.

D. Entertainment lawfully conducted entirely upon property owned or controlled by a governmental entity.

E. Entertainment sponsored by a city authorized business improvement district or area when:

1. The business improvement district or area is created pursuant to and is abiding by state law, and in compliance with agreements between the business improvement district or area and the city;
2. The event is for the purpose of improving the area encompassed by the business improvement district or area; and
3. The business improvement district or area is the responsible person for the event.

F. Entertainment limited to the use of a radio, music recording machine, juke box, television, video games, video programs, or recorded music by an establishment that does not permit dancing.

G. Entertainment provided for members and their guests at a private club having an established membership when admission is not open to the public. For purposes of this section, private club means a corporation or association operated solely for objects of national, social, fraternal, patriotic, political, or athletic nature, in which membership is by application and regular dues are charged, and the advantages of which club belong to members, and the operation of which is not primarily for monetary gain.

H. Entertainment provided solely for invited guests at a private event such as a wedding reception, banquet, or celebration where there is no admission charge.

I. Entertainment conducted in connection with a regularly established theme park.

J. Parades; however, a special events permit is required per Chapter 9.36.

- K. Street performers such as musicians, singers or mimes.
- L. Entertainment conducted or sponsored by any religious organization, bona fide club, organization, society or association that is exempt from taxation pursuant to Internal Revenue Code Section 501(c)(3), when all proceeds, if any, arising from such entertainment are used exclusively for the benevolent purposes of such religious organization, club, society or association.
- M. Performances by the students at educational institutions as defined by the Education Code where such performances are part of an educational or instructional curriculum or program.
- N. Theaters.
- O. Motion picture theaters not providing live entertainment.
- P. Dance lessons, theatrical and performing arts lessons and student recitals, provided that no alcoholic beverages are served on the premises.
- Q. Book readings, book signings, poetry recitations, and any other similar entertainment consisting of the spoken word, including plays.
- R. Fundraisers for a political or charitable cause, provided that 100 percent of the proceeds are used for the purposes of the political or charitable cause.
- S. Entertainment consisting of ambient or incidental music provided for guests or patrons by musicians such as a piano player, harpist, strolling violinist, mariachi band, guitarist or band. If there is an admission charge or other charge required to observe or attend such entertainment, the music will not be considered ambient or incidental.
- T. Any establishment, venue or assemblage of 49 persons or less, as described in the maximum occupancy load.
- U. Entertainment conducted in any hotel or motel having in excess of 100 rentable rooms or suites.
- V. Entertainment lawfully conducted at any of the following regulated businesses:
 - 1. Adult-oriented businesses, regulated under Chapter 9.11; or
 - 2. Bingo, regulated under Chapter 10.62.
- W. The normal and customary fitness services provided by an athletic club or fitness center.

SECTION 5. Section 9.45.070 of Chapter 9.45 of Title 9 of the Roseville Municipal Code is hereby amended as follows:

9.45.070 Disturbing the peace—Disorderly conduct.

Each responsible person shall make reasonable efforts to prevent the admittance of any person whose conduct is described as “disorderly conduct” under this Chapter, including but not limited to such conduct as described in Penal Code Section 415 (fighting, loud noise, offensive words in public places) or 647 (disorderly conduct) at the premises or on any parking lot or similar facility used by the establishment. Each responsible person shall make reasonable efforts to remove any persons exhibiting such conduct from the establishment and the vicinity.

SECTION 6. Section 9.45.110 of Chapter 9.45 of Title 9 of the Roseville Municipal Code is hereby amended as follows:

9.45.110 Disorderly conduct within 20 feet of premises prohibited.

Each responsible person shall make reasonable efforts to control the conduct of patrons so as to prevent or minimize disorderly or unlawful conduct within the premises and within 20 feet of the premises.

SECTION 7. Section 9.45.120 of Chapter 9.45 of Title 9 of the Roseville Municipal Code is hereby amended as follows:

9.45.120 Orderly dispersal required.

Each responsible person shall use reasonable efforts to cause the orderly dispersal of individuals from the vicinity of the premises at closing time, and shall not allow them to congregate within 20 feet of the premises so as to result in disorderly conduct.

SECTION 8. Section 9.45.140 of Chapter 9.45 of Title 9 of the Roseville Municipal Code is hereby amended as follows:

9.45.140 Chief of police authority where there is immediate threat to public safety.

A. The chief of police may require a permittee or responsible person to close down operations and disperse all persons for the remainder of its daily operation whenever disorderly conduct by patrons reaches a magnitude that presents an immediate and ongoing threat to the public safety or well-being of the patrons and general public in the vicinity.

B. Circumstances constituting an immediate threat to the public safety include, but are not limited to, the following:

1. There is an immediate ongoing and likely to continue threat of bodily harm or injury to a person or persons.

2. There is a clear and present danger of riot, disorder or unlawful interference with traffic upon the public streets.

3. When the occupancy rules are being violated.

C. It is unlawful for any person to fail to comply with any directive issued by the chief of police under authority of subsection A.

SECTION 9. Section 9.45.160 of Chapter 9.45 of Title 9 of the Roseville Municipal Code is hereby amended as follows:

9.45.160 Application for permit—Posting premises.

A. All applications for permits shall be filed with the chief of police on such forms as he or she may prescribe, and shall contain all of the following:

1. The name and permanent address of the applicant and all other persons having a financial interest in the operation of the entertainment, business or premises where the entertainment is to be located.

2. A description of the proposed entertainment, including the maximum number of persons who are expected to be present within the premises at any one time.

3. The proposed opening date and hours of operation of the entertainment establishment.

4. For special or limited duration events, the date or dates, hours and location of the proposed entertainment.

5. The proposed security arrangements for the control of patrons.

6. The name or names of the person or persons having management or supervision authority over the proposed entertainment, or any business or premises wherein the entertainment is proposed to be located.

7. Whether the applicant or any other responsible person(s) have been convicted of a misdemeanor or felony offense within the past five years, the nature of such offense(s), and the sentence(s) imposed therefor.

8. Written consent for the proposed entertainment on the premises from the owner of the property on which the entertainment is to be conducted.

9. Such other information as the chief of police shall deem necessary for the proper processing and review of the application.

B. The applicant and all responsible persons shall submit to fingerprinting by the chief of police.

C. Upon receipt of a complete application, the chief of police shall provide to the applicant a notice of application for entertainment permit. The applicant shall post the notice on the exterior of the premises for which the permit is sought within 24 hours after receiving the notice and for no less than 14 calendar days, or in the case of an application for an entertainment permit for a special event for a period no less than 48 hours, in a location that allows interested members of the public to read the notice.

D. Except as provided below, the chief of police shall either approve or deny the entertainment permit within 60 calendar days of receipt of the complete application. The chief of police may extend the time for consideration of the application by not more than 20 calendar days.

E. The chief of police shall either approve or deny the entertainment permit for a special event within five calendar days of receipt of the complete application. The chief of police may extend the time for consideration of the application by not more than five calendar days.

SECTION 10. Section 9.45.230 of Chapter 9.45 of Title 9 of the Roseville Municipal Code is hereby amended as follows:

9.45.230 Effect of revocation.

In the event an application for a permit is revoked by the chief of police, no application for a permit to conduct the proposed activity at the same location shall be considered by the chief of police for a period of one year from the date of revocation, unless sufficient proof of adequate change of ownership has been presented to the chief of police.

SECTION 11. Section 9.45.240 of Chapter 9.45 of Title 9 of the Roseville Municipal Code is hereby amended as follows:

9.45.240 Suspension, modification or revocation of permit.

1. After notice to the permittee and an opportunity for a hearing as provided in this section, the chief of police may suspend, modify or revoke any permit issued pursuant to the provisions of this chapter for any of the following reasons:

A. The entertainment has been conducted in a manner contrary to the findings for the issuance of a permit set forth in Section 9.45.190(B);

B. The permittee has failed to comply with one or more conditions of the permit;

C. The entertainment has created sound levels that violate the city code;

D. The permittee or his or her employees, agents, or representatives have violated or are violating federal, state or local laws, rules or regulations in connection with the entertainment;

E. The entertainment has been conducted in an illegal or disorderly manner or has been conducted in such a manner as to constitute an unreasonable burden on the reasonable use and enjoyment of neighboring properties;

F. The applicant has knowingly made a false statement of material fact or has knowingly omitted a material fact in the application;

G. The entertainment has created or is creating a nuisance;

H. The permittee or any other responsible person has violated any provision of this chapter; or

I. The modification has been requested by the permittee and the chief of police finds the modification is consistent with the provisions of this code and will not constitute a nuisance or an unreasonable burden upon city resources or the surrounding neighborhood.

2. The chief of police with the concurrence of the City Attorney may modify a permit, which is in violation of the above, by way of a negotiated settlement with the permittee.

SECTION 12. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 13. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES	COUNCILMEMBERS:
NOES	COUNCILMEMBERS:
ABSENT	COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 8582
File #: 0400-07

Title: Fiddymment Ranch Phase 2A - Large Lot Final Map
Contact: Kerry Andrews (916) 774-5346 kandrews@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 6.35.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council take the following actions:

1. Approve the final map on file with the City Clerk, but reject at this time on behalf of the public, all irrevocable offers of lands, rights of way and easements, and accept the sanitary sewer easements offered thereon.

BACKGROUND

The Development Services - Engineering section has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This map will be creating 16 large lots for future development and 3 community park lots.

FISCAL IMPACT

No fiscal impact to the General Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This final map is consistent with the West Roseville Specific Plan (WRSP) EIR (SCH#2002082057) and the Fiddymment Ranch Specific Plan Amendment 3 Subsequent EIR (SCH#201008075).

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Kevin Payne, Development Services Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

Final Map

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THIS SUBDIVISION MAP, "FINAL MAP OF FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION" AS SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY IRREVOCABLY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- A. AS PUBLIC PARKS LOTS 4, 17, AND 18.
- B. AS RIGHT-OF-WAY, THE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "IOD/RW" (IRREVOCABLE OFFER OF DEDICATION OF RIGHT OF WAY).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- A. AS PUBLIC UTILITY EASEMENTS, THE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "IOD/PUE" (IRREVOCABLE OFFER OF DEDICATION OF PUBLIC UTILITY EASEMENT).
- B. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UNDERGROUND SEWER PIPELINES TOGETHER WITH ANY AND ALL APPURTENANCES THERETO ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "SSE" (SANITARY SEWER EASEMENT).
- C. PUBLIC EASEMENT FOR ACCESS, CONSTRUCTION AND MAINTENANCE OF TRAIL FACILITIES ON, OVER, AND ACROSS THAT 50 FOOT STRIP OF LAND SHOWN HEREON AND DESIGNATED "TRAIL ESMT" (PUBLIC TRAIL EASEMENT).

ATC REALTY ONE, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
DAVID ASH
ITS: SENIOR VICE PRESIDENT

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____ DAY OF _____, 2017 BEFORE ME, _____
_____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND
STATE, PERSONALLY APPEARED _____

_____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND: _____

PRINTED NAME: _____

MY PRINCIPLE PLACE OF BUSINESS IS IN THE
COUNTY OF: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION No.: _____

FINAL MAP OF
FIDDYMENT RANCH PHASE 2A
LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364
BEING THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP
ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED IN
BOOK DD OF MAPS, AT PAGE 9, AND THE DESIGNATED REMAINDER OF THAT
CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGE
F-13B1", FILED IN BOOK DD OF MAPS, AT PAGE 73, BOTH OF O.R.P.C. AND
SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



JUNE 2017

Sheet 1 of 19
1027.152

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

MARC STOUT _____ DATE _____
CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. #69879 EXPIRATION DATE 09/30/2018

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY G. BLAIR, P.L.S. 8278
EXPIRATION DATE: 12/31/2017

DATE _____



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL, CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION AND HAS REJECTED AT THIS TIME, ON BEHALF OF THE PUBLIC, BUT RESERVES THE RIGHT TO ACCEPT AT A LATER DATE, ALL IRREVOCABLE OFFERS OF LANDS, RIGHTS-OF-WAY, AND EASEMENTS OFFERED HEREON, IN ACCORDANCE WITH THE TERMS OF THAT OFFER. THE CITY COUNCIL HAS ACCEPTED THE SANITARY SEWER EASEMENTS OFFERED HEREON.

DATE _____ CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2017, AT _____ M.,
IN BOOK _____ OF MAPS, AT PAGE _____, AT THE
REQUEST OF WOOD RODGERS, INC.

FEE: \$ _____ DOCUMENT NO.: _____

BY: _____ BY: _____
RYAN RONCO DEPUTY RECORDER
COUNTY OF PLACER

SURVEYOR'S STATEMENT

THIS FINAL MAP OF FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ATC REALTY ONE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, IN JULY, 2016. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL THE MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND WILL OCCUPY THE POSITIONS AS INDICATED, OR THAT THEY WILL BE SET BY MAY 31, 2019 AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

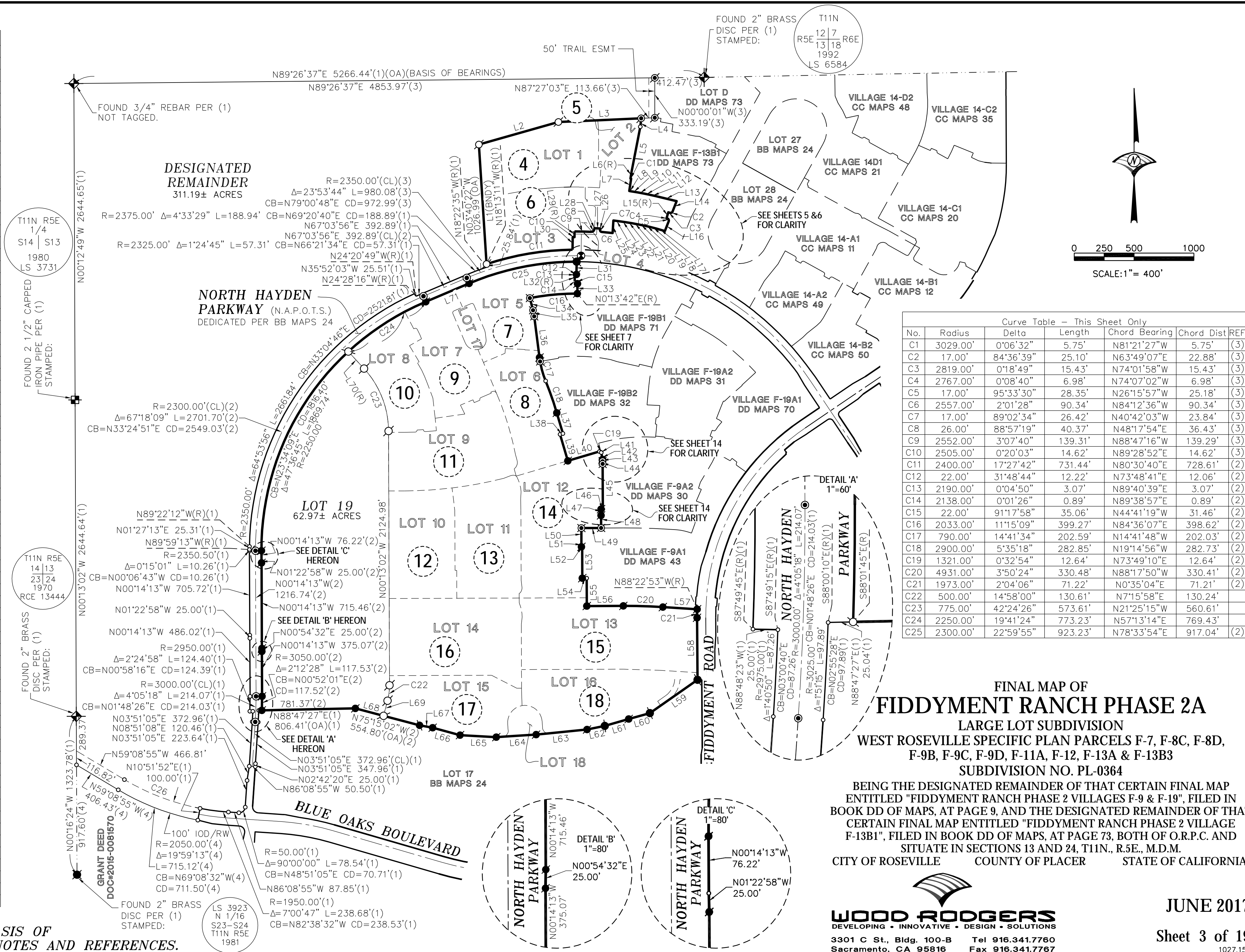
WOOD RODGERS, INC.



DENNIS L. BARBER
P.L.S. 8067 EXP. 12/31/2017

DATE _____

Line Table -- This Sheet Only			
No.	Bearing	Length	REF
L1	N3°40'22"W	1001.15'	
L2	N74°10'08"E	690.67'	
L3	N87°27'03"E	692.43'	
L4	N5°56'43"E	70.58'	(3)
L5	N11°01'30"E	388.50'	(3)
L6	N8°35'17"E	52.00'	(3)
L7	N8°41'49"E	105.09'	(3)
L8	N81°33'50"W	13.46'	(3)
L9	N80°30'52"W	53.56'	(3)
L10	N79°27'54"W	53.56'	(3)
L11	N78°24'56"W	53.56'	(3)
L12	N77°29'51"W	53.56'	(3)
L13	N76°17'54"W	177.16'	(3)
L14	N21°30'48"E	93.71'	(3)
L15	N15°48'38"E	52.00'	(3)
L16	N21°30'48"E	88.44'	(3)
L17	N73°17'01"W	70.85'	(3)
L18	N75°57'54"W	53.41'	(3)
L19	N77°05'46"W	51.69'	(3)
L20	N78°12'31"W	51.69'	(3)
L21	N79°19'16"W	51.69'	(3)
L22	N80°26'02"W	51.69'	(3)
L23	N81°32'47"W	51.69'	(3)
L24	N82°42'52"W	56.35'	(3)
L25	N3°49'14"E	105.13'	(3)
L26	N3°49'14"E	10.93'	(3)
L27	N86°10'46"W	47.00'	(3)
L28	N3°49'14"E	7.00'	(3)
L29	N0°21'06"W	47.00'	(3)
L30	N0°57'40"E	105.05'	(3)
L31	N0°57'40"E	106.68'	(2)
L32	N0°21'46"W	52.00'	(2)
L33	N0°57'40"E	82.62'	(2)
L34	N14°43'07"W	105.23'	(2)
L35	N10°49'21"W	52.00'	(2)
L36	N7°21'01"W	346.96'	(2)
L37	N16°27'17"W	180.29'	(2)
L38	N73°32'43"E	25.00'	(2)
L39	N16°27'17"W	230.50'	(2)
L40	N73°32'43"E	275.10'	(2)
L41	N15°54'23"W	12.50'	(2)
L42	N9°14'37"W	58.72'	(2)
L43	N4°48'14"W	15.23'	(2)
L44	N1°55'09"W	21.92'	(2)
L45	N0°13'02"W	378.54'	(2)
L46	N89°46'58"E	14.80'	(2)
L47	N00°00'00"E	52.00'	(2)
L48	N0°13'02"W	105.00'	(2)
L49	N89°46'58"E	165.00'	(2)
L50	N0°13'02"W	105.00'	(2)
L51	N0°06'31"W	52.00'	(2)
L52	N89°46'58"E	6.31'	(2)
L53	N0°13'02"W	262.00'	(2)
L54	N89°46'58"E	36.74'	(2)
L55	N0°13'02"W	233.00'	(2)
L56	N89°46'58"E	305.22'	(2)
L57	N86°22'38"W	287.06'	(2)
L58	N0°26'58"W	518.24'	(2)
L59	N55°00'35"E	486.06'	(2)
L60	N74°28'30"E	183.80'	(2)
L61	N73°54'28"E	208.17'	(2)
L62	N78°27'30"E	151.07'	(2)
L63	N84°17'15"E	427.71'	(2)
L64	N86°22'37"E	333.50'	(2)
L65	N86°50'50"W	303.29'	(2)
L66	N74°51'00"W	237.11'	(2)
L67	N79°30'56"W	111.33'	(2)
L68	N75°15'02"W	234.95'	(2)
L69	N14°44'58"E	130.65'	(2)
L70	N42°37'28"W	193.45'	(2)
L71	N67°03'56"E	392.89'	(2)



SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.



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JUNE 2017

Sheet 3 of 19
1027.152

REFERENCES:

- (1)

BB MAPS 24

FINAL MAP OF FIDDYMENT RANCH PHASE 2 – LARGE LOT SUBDIVISION
- (2)

DD MAPS 9

FINAL MAP OF FIDDYMENT RANCH PHASE 2 – VILLAGES F-9 &F-19
- (3)

DD MAPS 73

FINAL MAP OF FIDDYMENT RANCH PHASE 2 – VILLAGE F-13B1
- (4)

2015-0081570

GRANT DEED TO CITY OF ROSEVILLE

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF SECTION 13, T.11N., R.5E., M.D.M. SAID BEARING IS TAKEN AS NORTH 89°26'37” EAST PER THE FINAL MAP OF FIDDYMENT RANCH PHASE 2 – LARGE LOT SUBDIVISION, FILED IN BOOK BB OF MAPS, AT PAGE 24, O.R.P.C.

LEGEND

- FOUND 5/8” REBAR WITH CAP STAMPED "LS 6815" PER DD MAPS 9
- ⊙

FOUND 5/8” REBAR WITH CAP STAMPED "LS 8067" PER DD MAPS 73
- FOUND MONUMENT AS DESCRIBED
- ◆

FOUND SECTION CORNER AS DESCRIBED
- ⊕

FOUND QUARTER CORNER AS DESCRIBED
- ⊗

FOUND 5/8" REBAR WITH CAP STAMPED "LS 8501"
- ⦿

BRASS DISK STAMPED "LS 6046" IN MONUMENT WELL TO BE SET PER BB MAPS 24
- ⦿

BRASS DISK STAMPED "LS 8067" IN MONUMENT WELL TO BE SET PER FR-PH2 F-13B1
- ⊘

SET 5/8" REBAR WITH CAP STAMPED "LS 8067"
- DIMENSION POINT
- (OA)

OVERALL DIMENSION
- (CL)

CENTERLINE DIMENSION
- REF

INDICATES REFERENCE NUMBER
- PUE

PUBLIC UTILITY EASEMENT
- O.R.P.C.

OFFICIAL RECORDS OF PLACER COUNTY
- RW

RIGHT-OF-WAY
- I.O.D.

IRREVOCABLE OFFER OF DEDICATION
- N.A.P.O.T.S.

NOT A PART OF THIS SUBDIVISION
- (R)

RADIAL BEARING
- SSE

SANITARY SEWER EASEMENT

NOTES

1. ALL CURVES DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING, AND CHORD LENGTH. CHORD LENGTHS MAY CONTAIN SOME ROUNDING ERROR.
2. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. DUE TO ROUNDING THE SUM OF THE INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
4. TOTAL AREA FOR THIS "FINAL MAP OF FIDDYMENT RANCH PHASE 2A LARGE LOT SUBDIVISION" SUBDIVISION IS 559.18± ACRES, CONSISTING OF 16 DEVELOPMENT LOTS AND 3 COMMUNITY PARK LOTS.
5. SEE SHEETS 18 AND 19 FOR THE DELINEATION OF THE SANITARY SEWER EASEMENTS (SSE) DEDICATED HEREON.
6. THE FOLLOWING TABLE IS TO RELATE THE LOT NUMBERS SHOWN HEREON TO THAT OF THE APPROVED TENTATIVE MAP AND THE WEST ROSEVILLE SPECIFIC PLAN:

LOT NUMBERING		
FINAL MAP	TENTATIVE MAP	WEST ROSEVILLE SPECIFIC PLAN
1	F-13A-2	F-13A
2	F-13B-3	F-13B
3	F-13A-1	F-13A
4	F-101	F-101
5	F-12B	F-12
6	F-12A	F-12
7	F-11A-1	F-11A
8	F-11A-2	F-11A
9	F-11A-3	F-11A
10	F-7B	F-7
11	F-7A	F-7
12	F-9B	F-9B
13	F-9C	F-9C
14	F-8C	F-8C
15	F-8D	F-8D
16	F-9D	F-9D
17	F-97	F-97
18	F-95	F-95
19	F-11B/F-51/F-71/F-8A/F-8B	F-11B/F-51/F-71/F-8A/F-8B

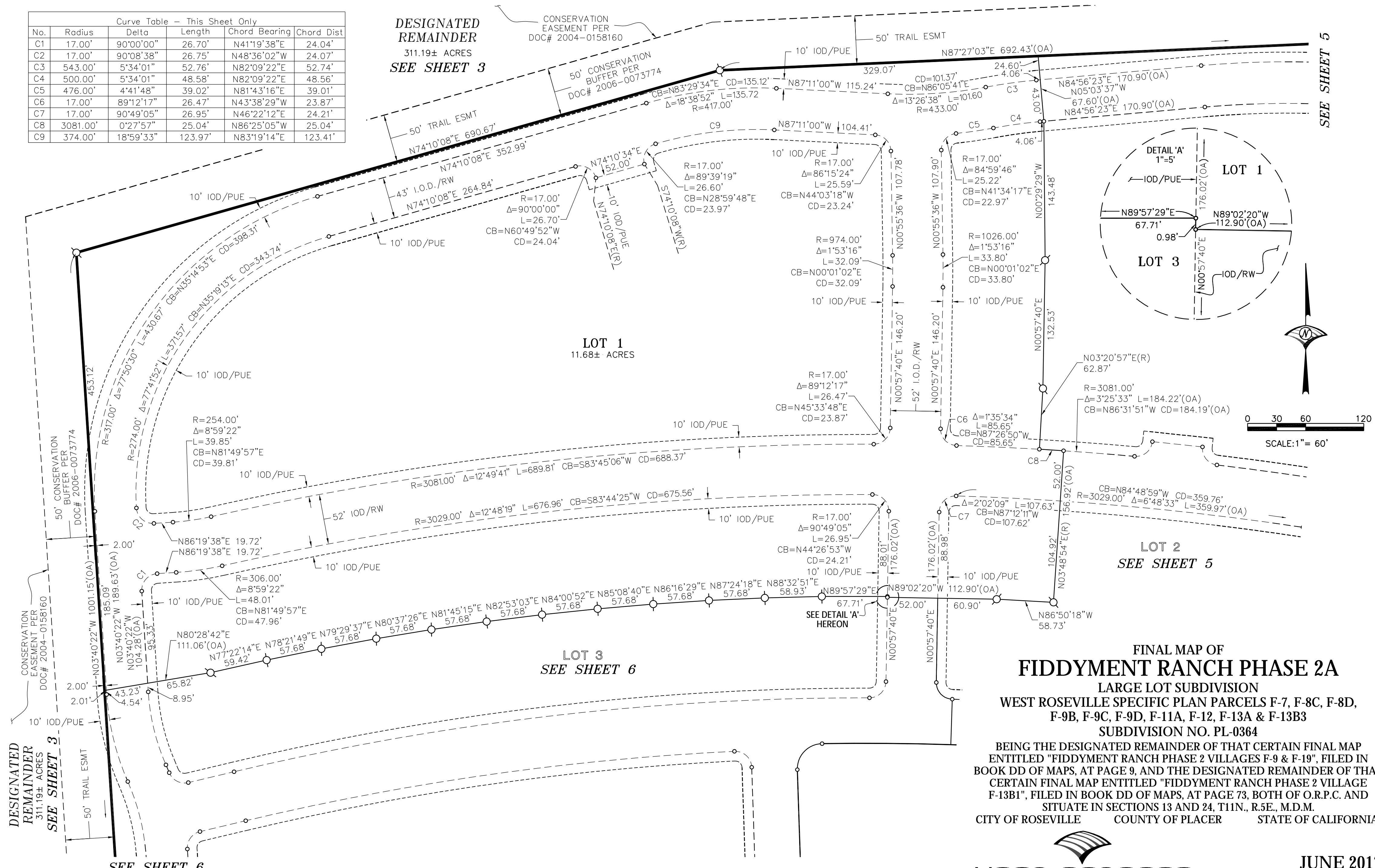
FINAL MAP OF
FIDDYMENT RANCH PHASE 2A
LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364
BEING THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED IN BOOK DD OF MAPS, AT PAGE 9, AND THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGE F-13B1", FILED IN BOOK DD OF MAPS, AT PAGE 73, BOTH OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	90°00'00"	26.70'	N41°19'38"E	24.04'
C2	17.00'	90°08'38"	26.75'	N48°36'02"W	24.07'
C3	543.00'	5°34'01"	52.76'	N82°09'22"E	52.74'
C4	500.00'	5°34'01"	48.58'	N82°09'22"E	48.56'
C5	476.00'	4°41'48"	39.02'	N81°43'16"E	39.01'
C6	17.00'	89°12'17"	26.47'	N43°38'29"W	23.87'
C7	17.00'	90°49'05"	26.95'	N46°22'12"E	24.21'
C8	3081.00'	0°27'57"	25.04'	N86°25'05"W	25.04'
C9	374.00'	18°59'33"	123.97'	N83°19'14"E	123.41'

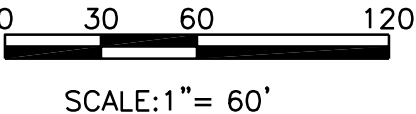
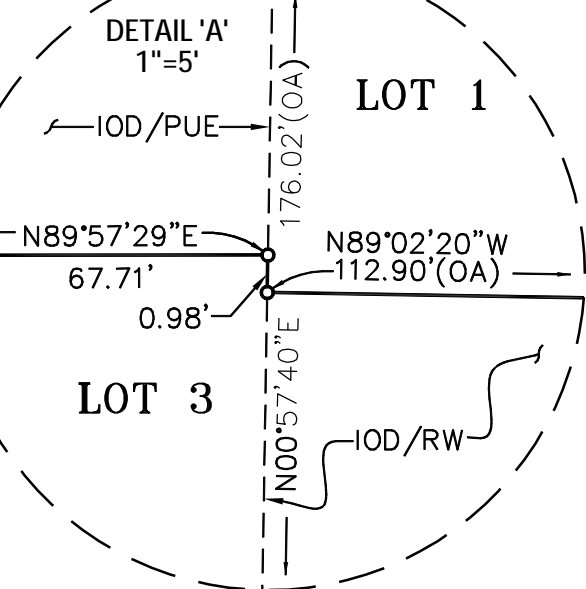
DESIGNATED
REMAINDER
311.19± ACRES
SEE SHEET 3

CONSERVATION
EASEMENT PER
DOC# 2004-0158160

50' CONSERVATION
BUFFER PER
DOC# 2006-0073774



SEE SHEET 5



FINAL MAP OF
FIDDYMENT RANCH PHASE 2A

LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364

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CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



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SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

DESIGNATED
REMAINDER
311.19± ACRES
SEE SHEET 3

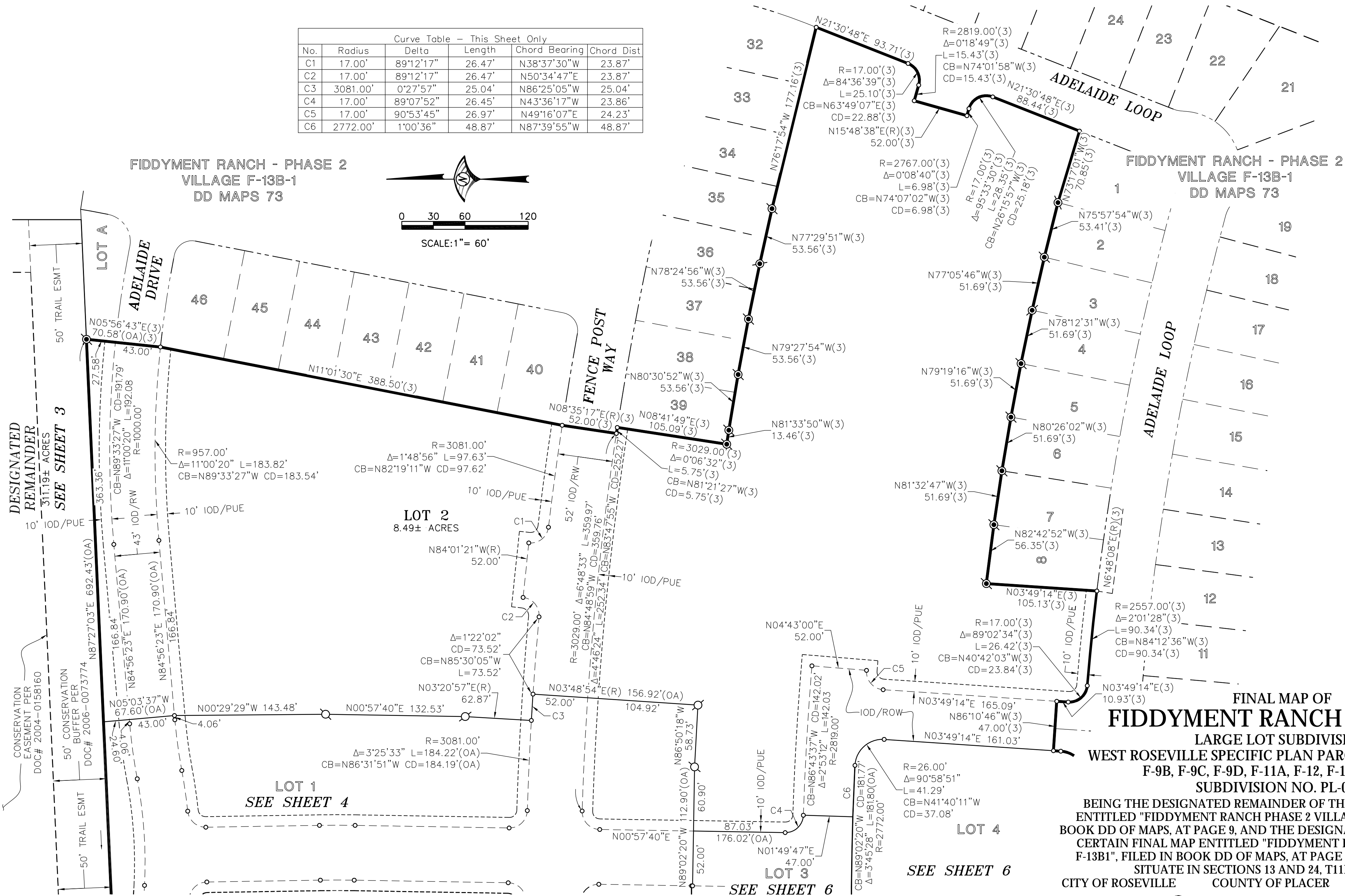
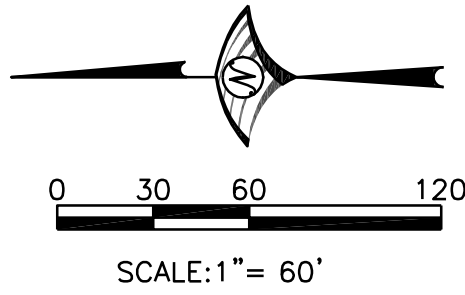
SEE SHEET 6

LOT 3
SEE SHEET 6

LOT 2
SEE SHEET 5

LOT 1
11.68± ACRES

Curve Table - This Sheet Only				
No.	Radius	Delta	Length	Chord Bearing
C1	17.00'	89°12'17"	26.47'	N38°37'30"W
C2	17.00'	89°12'17"	26.47'	N50°34'47"E
C3	3081.00'	0°27'57"	25.04'	N86°25'05"W
C4	17.00'	89°07'52"	26.45'	N43°36'17"W
C5	17.00'	90°53'45"	26.97'	N49°16'07"E
C6	2772.00'	1°00'36"	48.87'	N87°39'55"W



**FINAL MAP OF
FIDDYMENT RANCH PHASE 2A**

**LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364**

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**FINAL MAP OF
FIDDYMMENT RANCH PHASE 2A
LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364
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DESIGNATED
REMAINDER
311.19± ACRES
SEE SHEET 3

LOT 3
SEE SHEET 6

NORTH HAYDEN PARKWAY

CONSERVATION
EASEMENT PER
DOC# 2004-0158160

50' CONSERVATION
BUFFER PER
DOC# 2006-0073774



0 40 80 160
SCALE: 1" = 80'

Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	31.00'	11°09'36"	6.04'	N17°21'16"W	6.03'
C2	26.00'	90°00'00"	40.84'	N67°56'04"W	36.77'
C3	17.00'	91°04'32"	27.02'	N22°36'12"E	24.27'
C4	17.00'	90°00'00"	26.70'	N67°56'04"W	24.04'
C5	17.00'	90°00'00"	26.70'	N22°03'56"E	24.04'
C6	95.00'	105°22'51"	174.73'	N75°37'29"W	151.12'
C7	95.00'	26°55'04"	44.63'	N65°08'37"E	44.22'
C8	75.00'	59°02'06"	77.28'	N22°10'02"E	73.90'
C9	75.00'	15°35'03"	20.40'	N15°08'32"W	20.34'
C10	17.00'	74°26'32"	22.09'	N14°17'12"E	20.57'
C11	526.00'	11°25'14"	104.85'	N1°38'24"W	104.67'
C12	526.00'	9°51'00"	90.43'	N2°25'31"W	90.32'
C13	526.00'	0°21'46"	3.33'	N2°40'53"E	3.33'
C14	474.00'	9°51'00"	81.49'	N2°25'31"W	81.39'
C15	17.00'	86°27'04"	25.65'	N35°52'32"E	23.29'
C16	17.00'	86°10'49"	25.57'	N57°48'32"W	23.23'
C17	17.00'	91°09'42"	27.05'	N60°17'58"W	24.28'
C18	17.00'	91°09'42"	27.05'	N30°51'44"E	24.28'
C19	2138.00'	0°01'26"	0.90'	N89°38'57"E	0.90'
C20	22.00'	91°17'58"	35.06'	N44°41'19"W	31.46'
C21	22.00'	31°48'44"	12.22'	N73°48'41"E	12.06'
C22	2190.00'	0°04'50"	3.07'	N89°40'39"E	3.07'
C23	1928.00'	0°04'35"	2.57'	N79°08'21"E	2.57'
C24	1876.00'	0°04'35"	2.50'	N79°08'21"E	2.50'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2A

LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP
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1027.152

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

LOT 7
SEE SHEET 9

LOT 6
SEE SHEET 8

LOT 5
10.03± ACRES

LOT 17
1.54± ACRES

LOT 5

STONINGTON DRIVE

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-1
DD MAPS 71

COHASSET DRIVE

EDGARTOWN STREET

NORTH HAYDEN PARKWAY

PROVINCETOWN WAY

HOPKINTON PLACE

STONINGTON DRIVE

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

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VILLAGE F-19B-2
DD MAPS 32

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VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

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VILLAGE F-19B-2
DD MAPS 32

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VILLAGE F-19B-2
DD MAPS 32

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VILLAGE F-19B-2
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VILLAGE F-19B-2
DD MAPS 32

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VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

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VILLAGE F-19B-2
DD MAPS 32

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VILLAGE F-19B-2
DD MAPS 32

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DD MAPS 32

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VILLAGE F-19B-2
DD MAPS 32

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VILLAGE F-19B-2
DD MAPS 32

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VILLAGE F-19B-2
DD MAPS 32

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VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
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FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
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FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
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FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
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FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
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VILLAGE F-19B-2
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FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
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VILLAGE F-19B-2
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FIDDYMENT RANCH - PHASE 2
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FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
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VILLAGE F-19B-2
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VILLAGE F-19B-2
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VILLAGE F-19B-2
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VILLAGE F-19B-2
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VILLAGE F-19B-2
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VILLAGE F-19B-2
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VILLAGE F-19B-2
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FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
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VILLAGE F-19B-2
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VILLAGE F-19B-2
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FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
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FIDDYMENT RANCH - PHASE 2
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FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
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FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
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FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

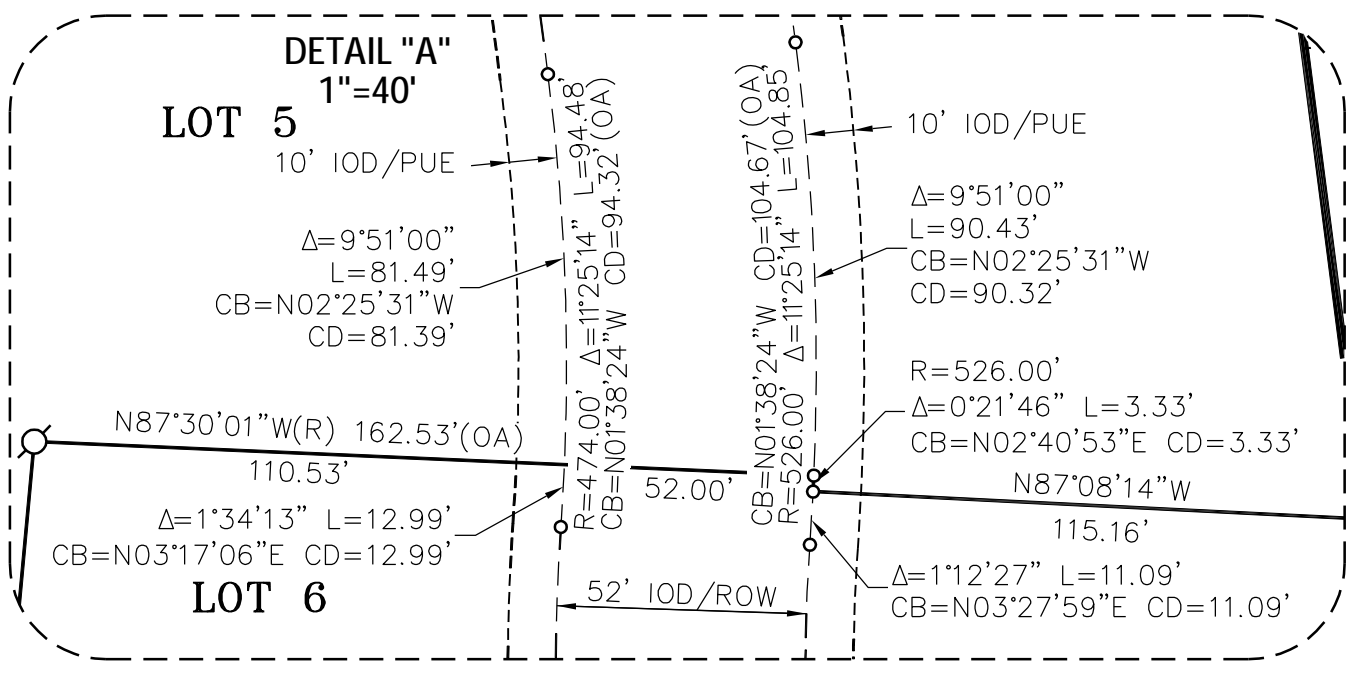
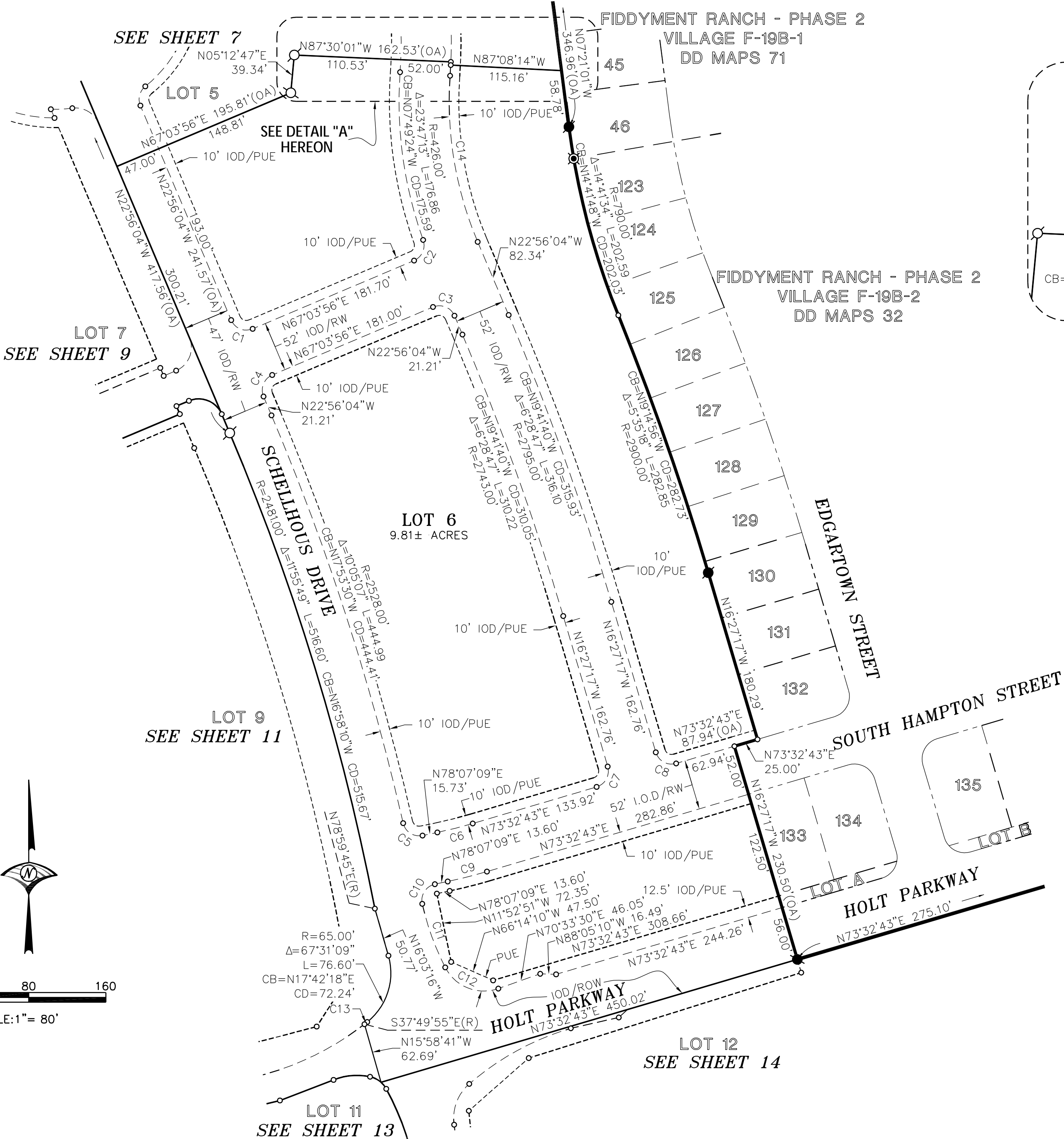
FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

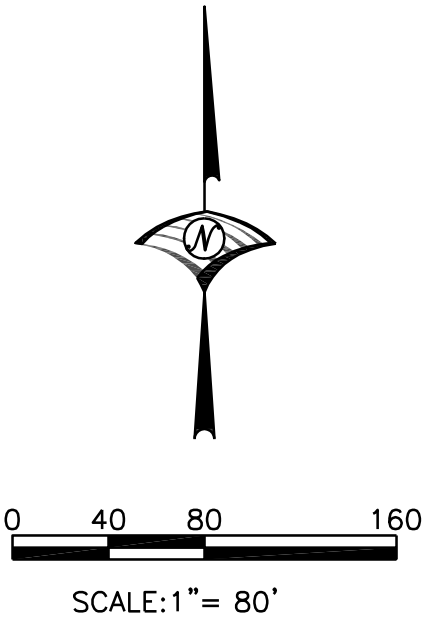
FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE F-19B-2
DD MAPS 32

FIDDYMENT RANCH - PHASE 2
VILLAGE



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	90°00'00"	26.70'	N67°56'04"W	24.04'
C2	17.00'	86°46'56"	25.75'	N23°40'28"E	23.36'
C3	17.00'	90°00'00"	26.70'	N67°56'04"W	24.04'
C4	17.00'	90°00'00"	26.70'	N22°03'56"E	24.04'
C5	17.00'	89°01'55"	26.42'	N57°21'54"W	23.84'
C6	474.00'	4°34'25"	37.84'	N75°49'56"E	37.83'
C7	17.00'	90°00'00"	26.70'	N28°32'43"E	24.04'
C8	17.00'	90°00'00"	26.70'	N61°27'17"W	24.04'
C9	526.00'	4°34'25"	41.99'	N75°49'56"E	41.98'
C10	17.00'	90°52'34"	26.96'	N32°40'52"E	24.22'
C11	282.00'	14°16'15"	70.24'	N19°53'33"W	70.06'
C12	45.00'	82°24'50"	64.73'	N68°14'05"W	59.29'
C13	300.00'	0°42'12"	3.68'	N51°48'59"E	3.68'
C14	374.00'	27°00'17"	176.27'	N9°25'56"W	174.65'



FINAL MAP OF
FIDDYMENT RANCH PHASE 2A

LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP
ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED IN
BOOK DD OF MAPS, AT PAGE 9, AND THE DESIGNATED REMAINDER OF THAT
CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGE
F-13B1", FILED IN BOOK DD OF MAPS, AT PAGE 73, BOTH OF O.R.P.C. AND
SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA

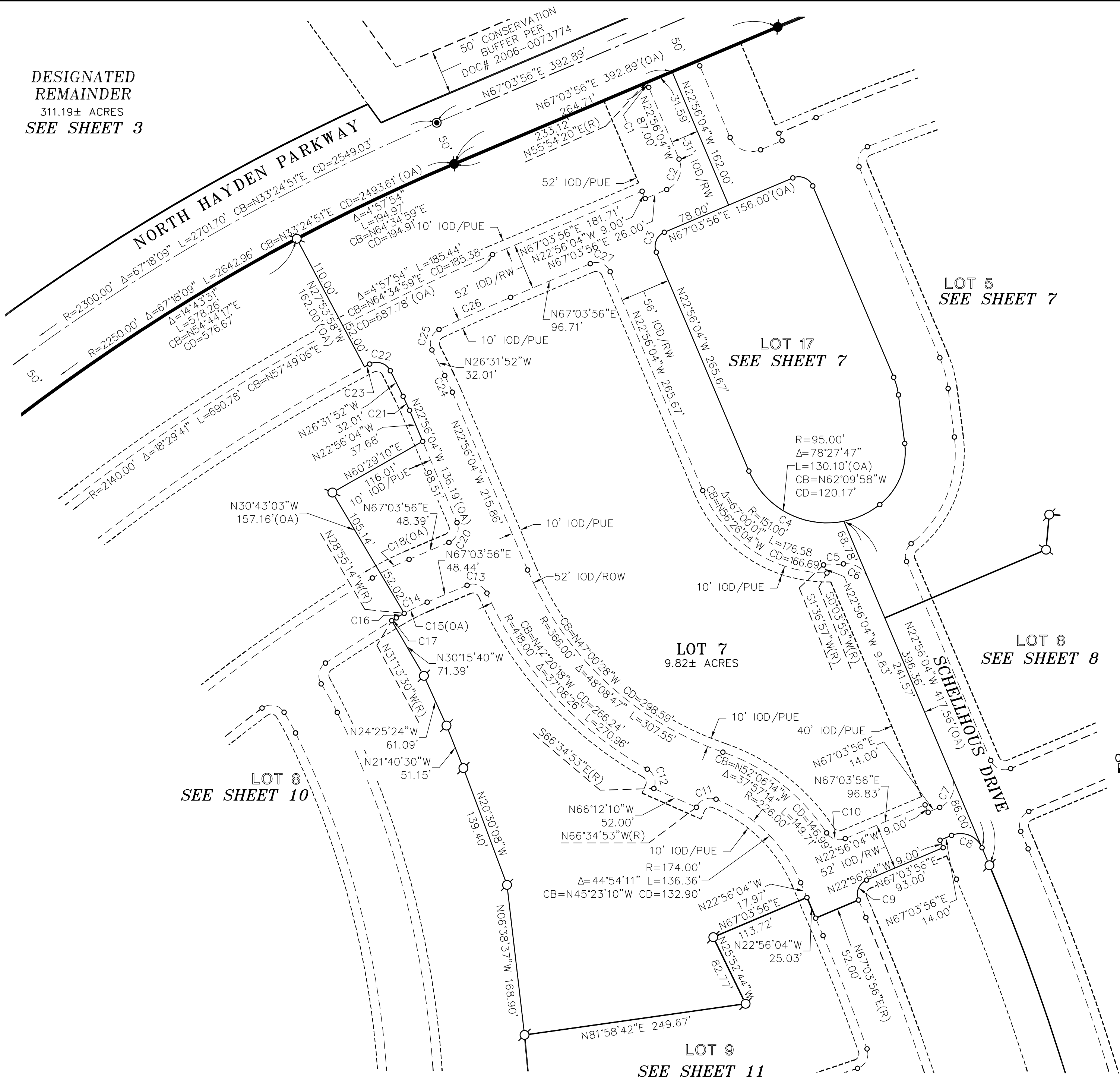
SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.



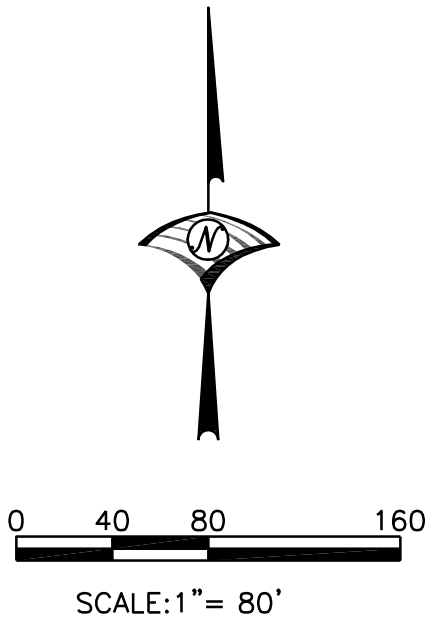
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DESIGNATED
REMAINDER
311.19± ACRES
SEE SHEET 3



Curve Table — This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	31.00'	11°09'36"	6.04'	N28°30'52"W	6.03'
C2	26.00'	90°00'00"	40.84'	N22°03'56"E	36.77'
C3	17.00'	90°00'00"	26.70'	N22°03'56"E	24.04'
C4	95.00'	78°27'47"	130.10'	N62°09'58"W	120.17'
C5	142.00'	9°00'49"	22.34'	N87°06'33"E	22.32'
C6	26.00'	74°27'48"	33.79'	N60°09'58"W	31.46'
C7	26.00'	90°00'00"	40.84'	N22°03'56"E	36.77'
C8	26.00'	90°00'00"	40.84'	N67°56'04"W	36.77'
C9	17.00'	90°00'00"	26.70'	N22°03'56"E	24.04'
C10	17.00'	79°48'27"	23.68'	N73°01'50"W	21.81'
C11	17.00'	88°44'38"	26.33'	N67°47'26"E	23.78'
C12	17.00'	84°19'37"	25.02'	N18°44'42"W	22.82'
C13	17.00'	89°10'00"	26.46'	N68°21'04"W	23.87'
C14	274.00'	5°59'10"	28.63'	N64°04'21"E	28.61'
C15	274.00'	8°06'01"	38.74'	N63°00'56"E	38.70'
C16	274.00'	2°06'51"	10.11'	N60°01'21"E	10.11'
C17	1826.00'	0°11'25"	6.07'	N58°52'13"E	6.07'
C18	326.00'	8°06'01"	46.09'	N63°00'56"E	46.05'
C19	326.00'	6°16'22"	35.69'	N63°55'45"E	35.67'
C20	17.00'	90°00'00"	26.70'	N22°03'56"E	24.04'
C21	274.00'	3°35'48"	17.20'	N24°43'58"W	17.20'
C22	17.00'	91°11'23"	27.06'	N72°07'34"W	24.29'
C23	2088.00'	0°10'43"	6.51'	N62°11'24"E	6.51'
C24	326.00'	3°35'48"	20.46'	N24°43'58"W	20.46'
C25	17.00'	91°11'23"	27.06'	N19°03'49"E	24.29'
C26	2088.00'	2°24'25"	87.71'	N65°51'43"E	87.71'
C27	17.00'	90°00'00"	26.70'	N67°56'04"W	24.04'



FINAL MAP OF
FIDDYMENT RANCH PHASE 2A
LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP
ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED IN
BOOK DD OF MAPS, AT PAGE 9, AND THE DESIGNATED REMAINDER OF THAT
CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGE
F-13B1", FILED IN BOOK DD OF MAPS, AT PAGE 73, BOTH OF O.R.P.C. AND
SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



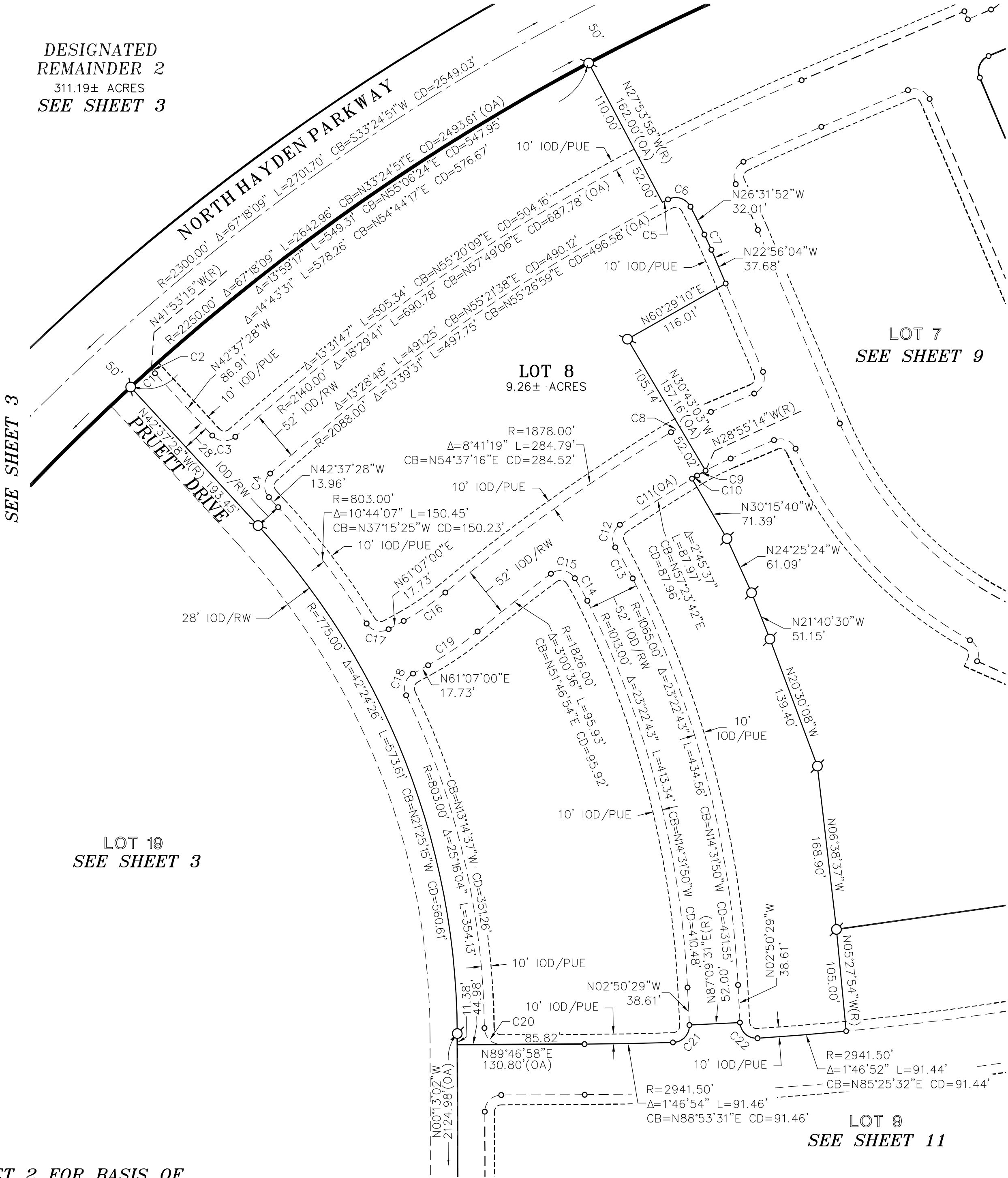
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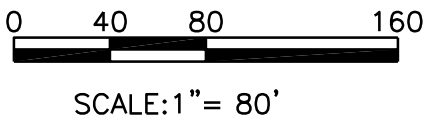
Sheet 9 of 19
1027.152

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

DESIGNATED
REMAINDER 2
311.19± ACRES
SEE SHEET 3



Curve Table — This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	2250.00'	0°44'13"	28.94'	N47°44'38"E	28.94'
C2	22.00'	16°50'00"	6.46'	N34°12'28"W	6.44'
C3	17.00'	88°48'17"	26.35'	N87°01'37"W	23.79'
C4	17.00'	91°14'42"	27.07'	N2°59'53"E	24.30'
C5	2088.00'	0°10'43"	6.51'	N62°11'24"E	6.51'
C6	17.00'	91°11'23"	27.06'	N72°07'34"W	24.29'
C7	274.00'	3°35'48"	17.20'	N24°43'58"W	17.20'
C8	326.00'	1°49'39"	10.40'	N59°52'45"E	10.40'
C9	274.00'	2°06'51"	10.11'	N60°01'21"E	10.11'
C10	1826.00'	0°11'25"	6.07'	N58°52'13"E	6.07'
C11	1826.00'	2°57'02"	94.03'	N57°29'24"E	94.02'
C12	17.00'	88°40'18"	26.31'	N11°40'44"E	23.76'
C13	326.00'	6°26'13"	36.62'	N29°26'18"W	36.61'
C14	274.00'	5°32'06"	26.47'	N28°59'15"W	26.46'
C15	17.00'	94°57'30"	28.17'	N79°14'03"W	25.06'
C16	274.00'	10°50'24"	51.84'	N55°41'48"E	51.76'
C17	17.00'	86°59'39"	25.81'	N75°23'11"W	23.40'
C18	17.00'	86°59'39"	25.81'	N17°37'11"E	23.40'
C19	326.00'	10°50'24"	61.68'	N55°41'48"E	61.58'
C20	17.00'	89°36'27"	26.59'	N45°24'49"W	23.96'
C21	17.00'	90°50'33"	26.95'	N42°34'48"E	24.22'
C22	17.00'	90°50'33"	26.95'	N48°15'45"W	24.22'



FINAL MAP OF
FIDDYMENT RANCH PHASE 2A

LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP
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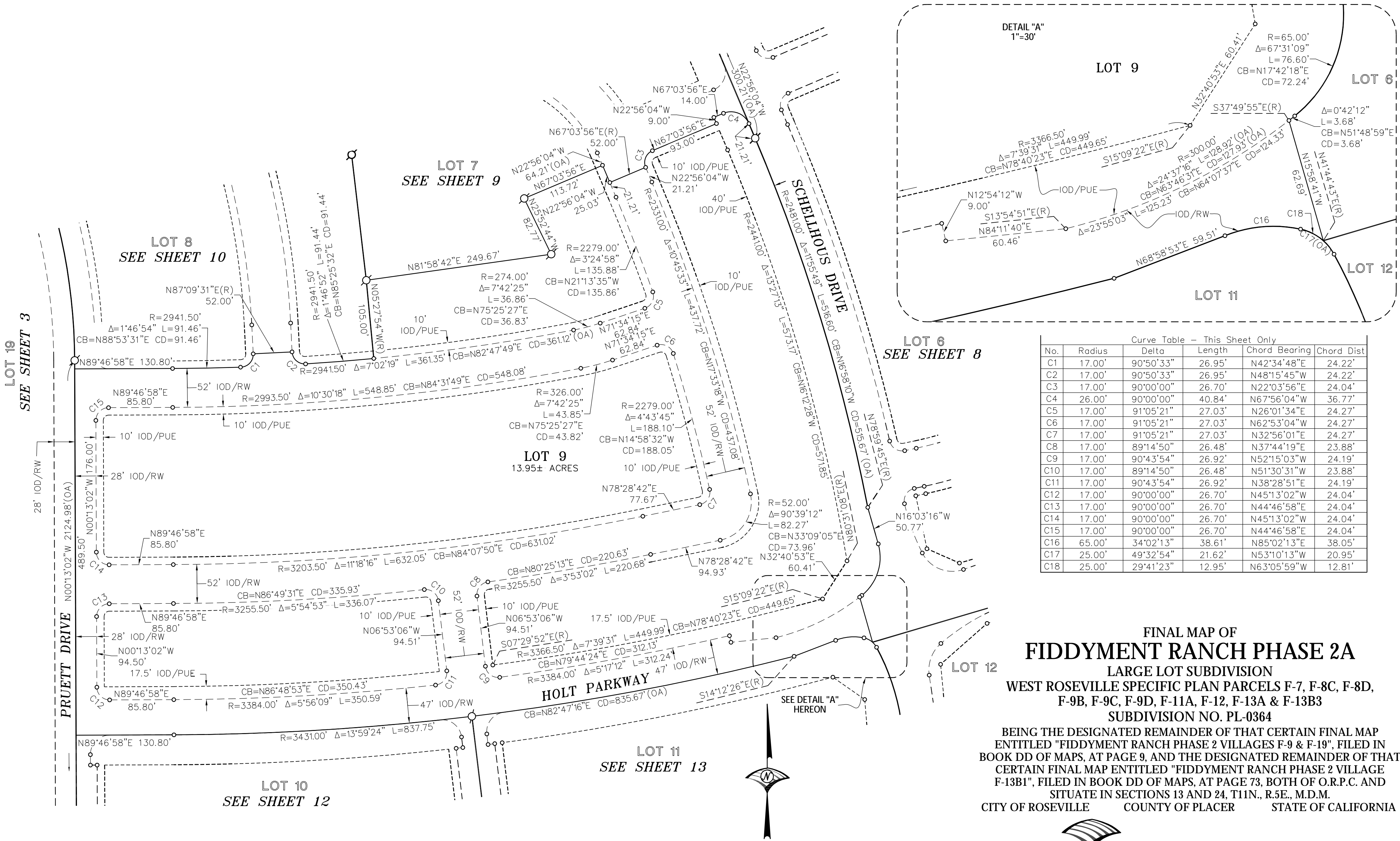
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Sheet 10 of 19

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SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.



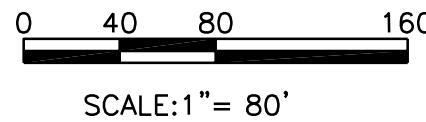
LOT 6
SEE SHEET 8

Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	17.00'	90°50'33"	26.95'	N42°34'48"E	24.22'
C2	17.00'	90°50'33"	26.95'	N48°15'45"W	24.22'
C3	17.00'	90°00'00"	26.70'	N22°03'56"E	24.04'
C4	26.00'	90°00'00"	40.84'	N67°56'04"W	36.77'
C5	17.00'	91°05'21"	27.03'	N26°01'34"E	24.27'
C6	17.00'	91°05'21"	27.03'	N62°53'04"W	24.27'
C7	17.00'	91°05'21"	27.03'	N32°56'01"E	24.27'
C8	17.00'	89°14'50"	26.48'	N37°44'19"E	23.88'
C9	17.00'	90°43'54"	26.92'	N52°15'03"W	24.19'
C10	17.00'	89°14'50"	26.48'	N51°30'31"W	23.88'
C11	17.00'	90°43'54"	26.92'	N38°28'51"E	24.19'
C12	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C13	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C14	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C15	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C16	65.00'	34°02'13"	38.61'	N85°02'13"E	38.05'
C17	25.00'	49°32'54"	21.62'	N53°10'13"W	20.95'
C18	25.00'	29°41'23"	12.95'	N63°05'59"W	12.81'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2A
LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364

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SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

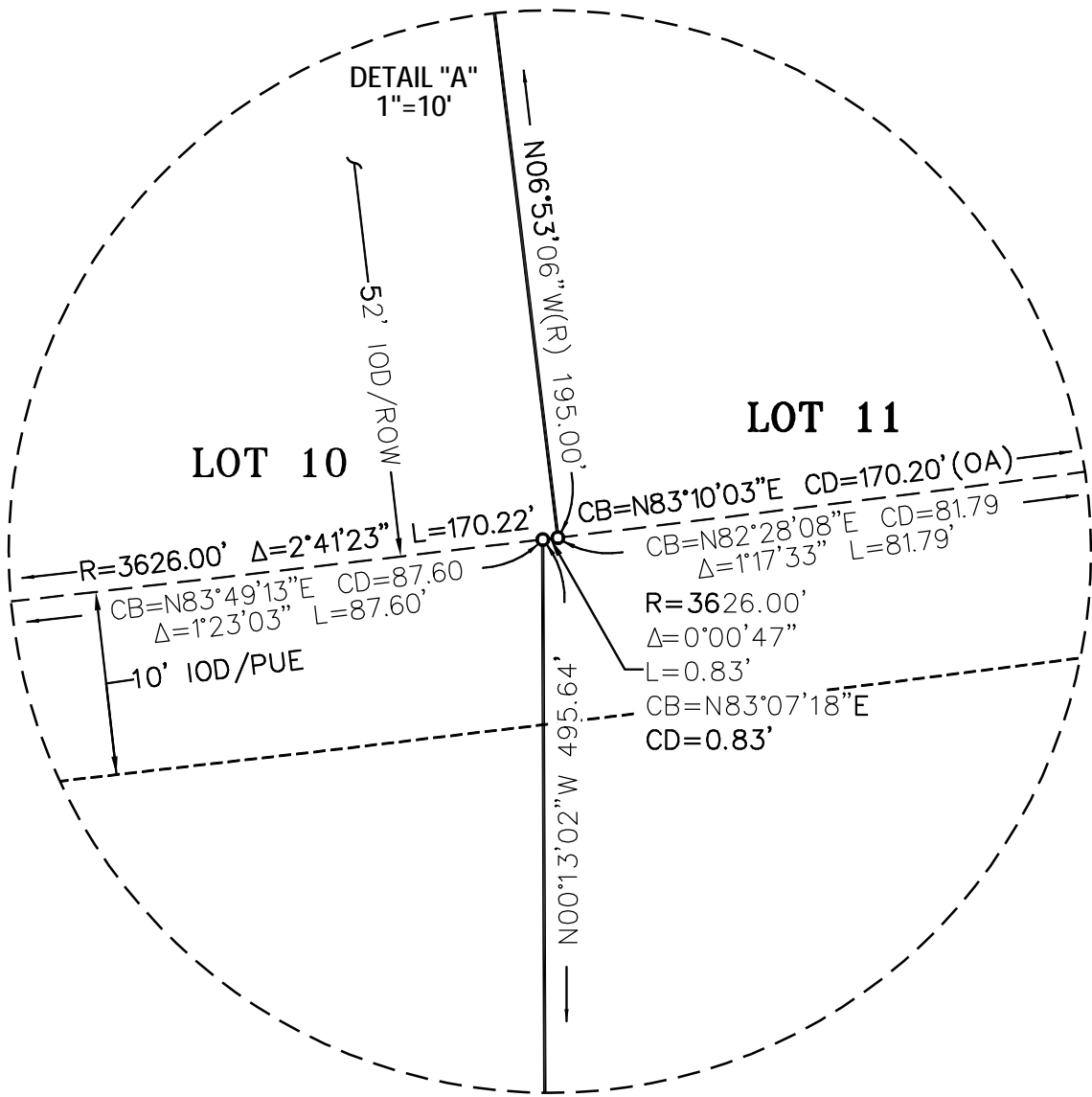
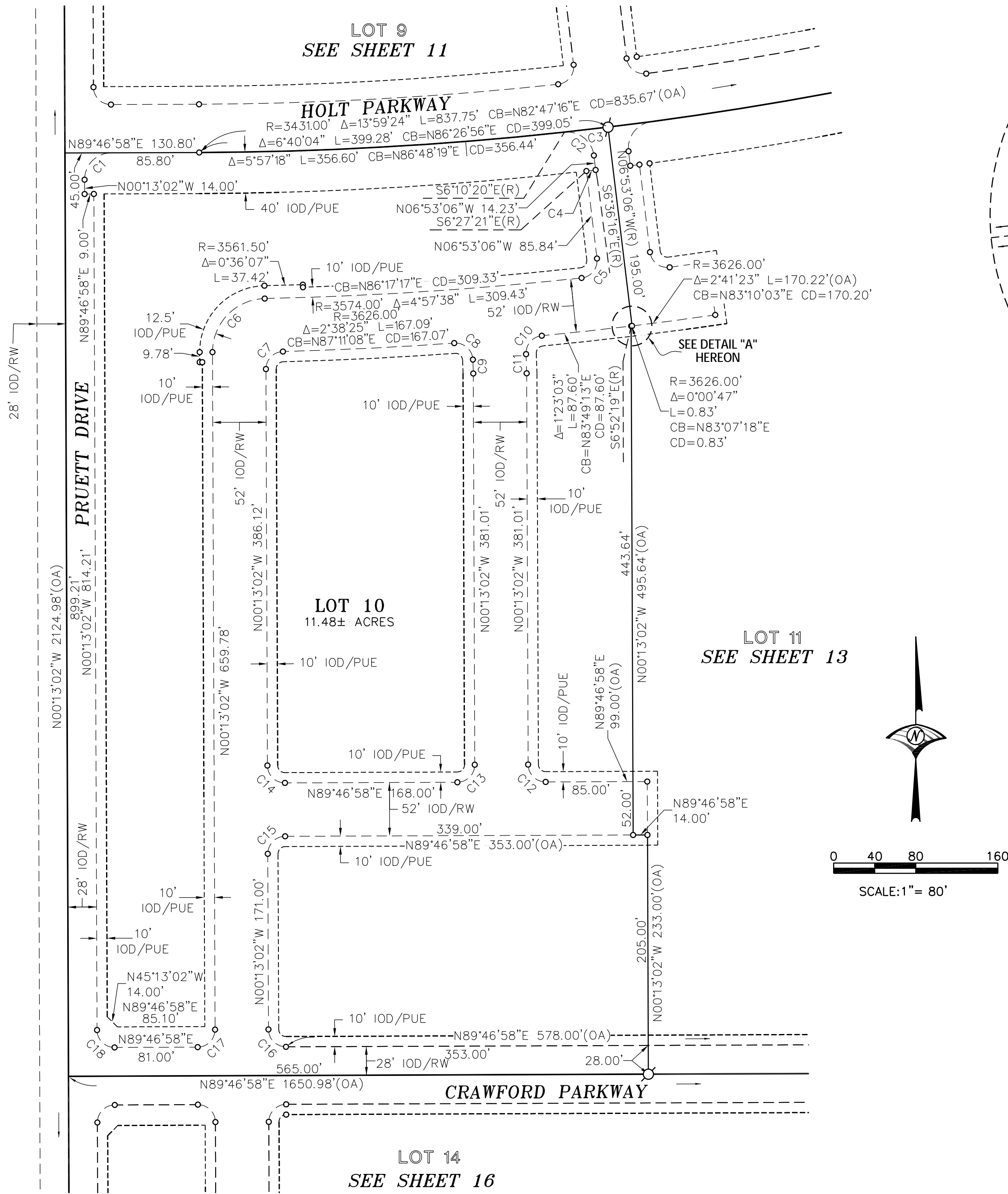


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Sheet 11 of 19
1027.152

LOT 19
SEE SHEET 3



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	26.00'	90°00'00"	40.84'	N44°46'58"E	36.77'
C2	26.00'	89°17'14"	40.52'	N51°31'43"W	36.54'
C3	3431.00'	0°42'46"	42.68'	N83°28'17"E	42.68'
C4	3471.00'	0°08'55"	9.00'	N83°28'12"E	9.00'
C5	17.00'	90°41'34"	26.91'	N38°27'41"E	24.19'
C6	52.00'	88°59'09"	80.76'	N44°16'31"E	72.89'
C7	17.00'	88°43'22"	26.32'	N44°08'39"E	23.77'
C8	17.00'	91°04'54"	27.02'	N48°35'38"W	24.27'
C9	274.00'	2°50'08"	13.56'	N1°38'06"W	13.56'
C10	17.00'	88°00'22"	26.11'	N40°30'33"E	23.62'
C11	326.00'	3°16'36"	18.64'	N1°51'20"W	18.64'
C12	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C13	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C14	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C15	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C16	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C17	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C18	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2A
LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364

BEING THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGES F-9 & F-19", FILED IN BOOK DD OF MAPS, AT PAGE 9, AND THE DESIGNATED REMAINDER OF THAT CERTAIN FINAL MAP ENTITLED "FIDDYMENT RANCH PHASE 2 VILLAGE F-13B1", FILED IN BOOK DD OF MAPS, AT PAGE 73, BOTH OF O.R.P.C. AND SITUATE IN SECTIONS 13 AND 24, T11N., R.5E., M.D.M.
CITY OF ROSEVILLE COUNTY OF PLACER STATE OF CALIFORNIA



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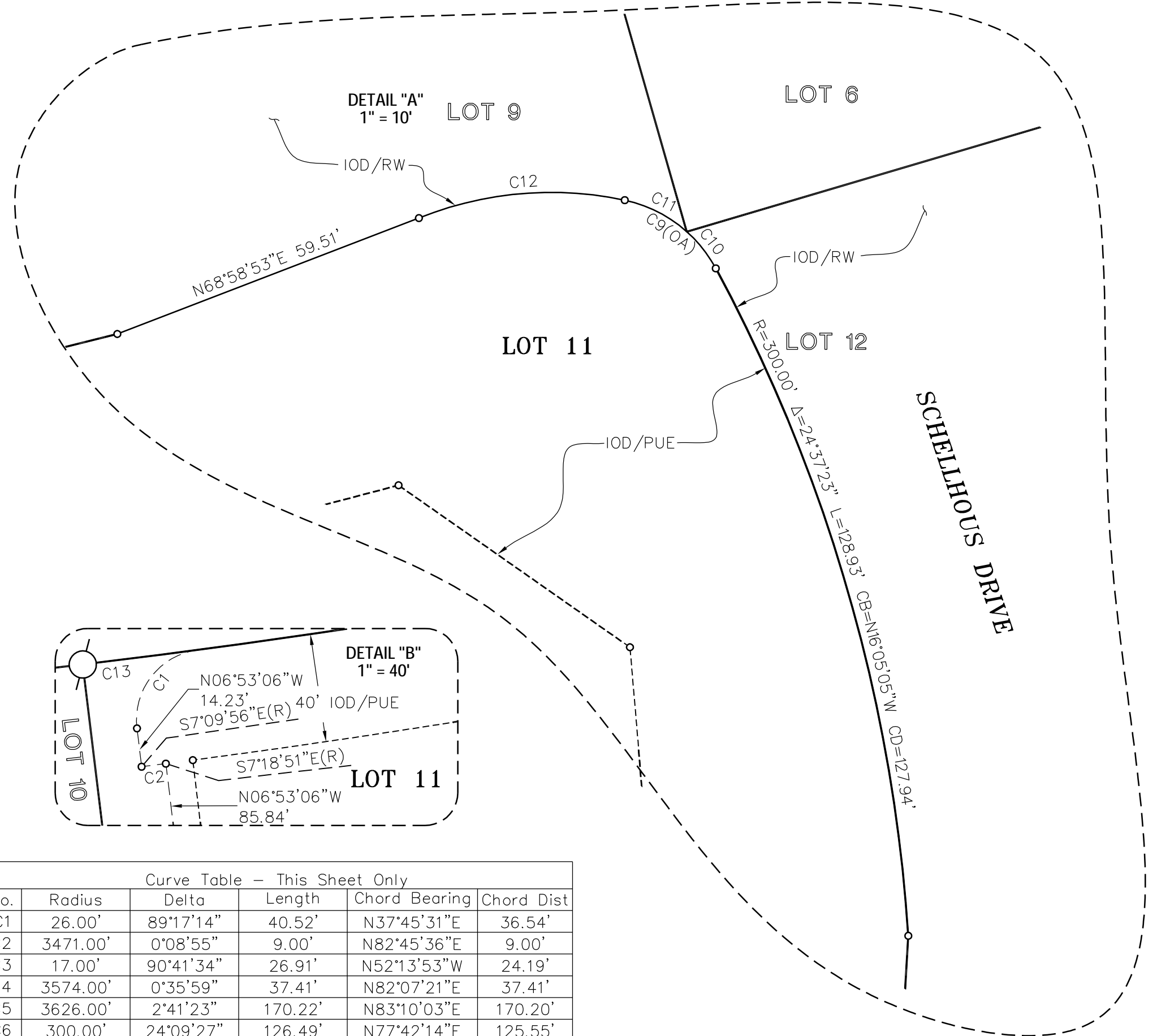
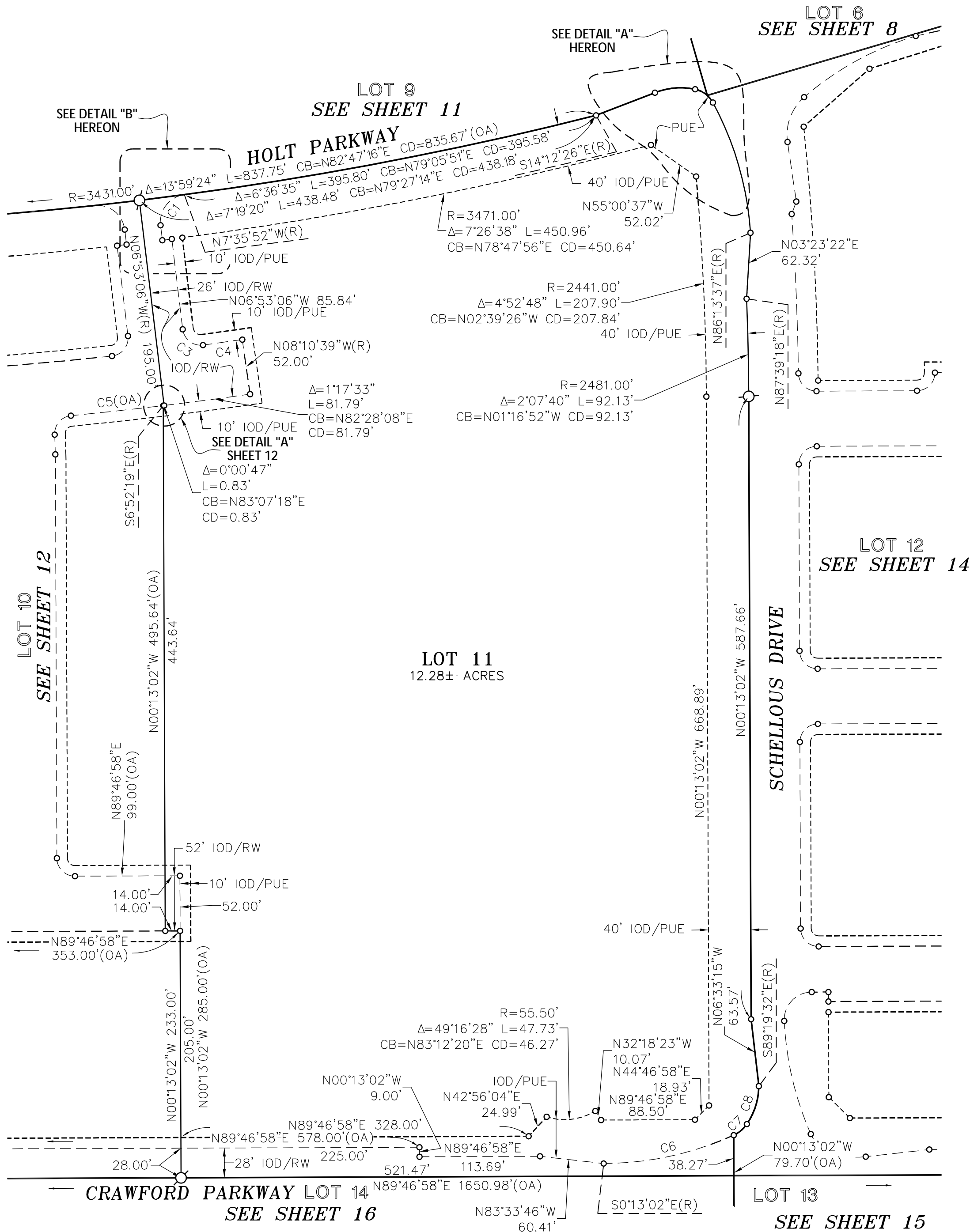
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SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

LOT 14
SEE SHEET 16

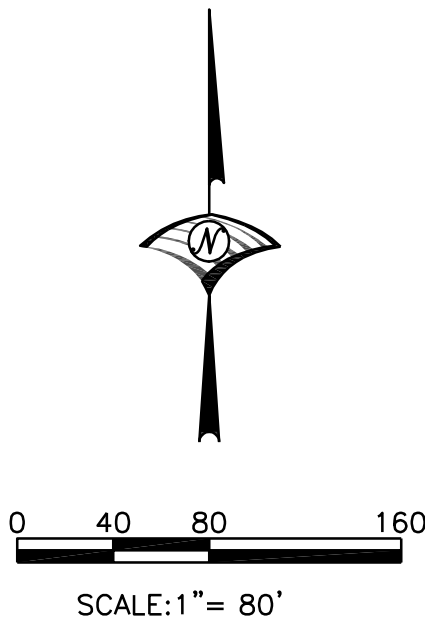
LOT 11
SEE SHEET 13

LOT 9
SEE SHEET 11



Curve Table - This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	26.00'	89°17'14"	40.52'	N37°45'31"E	36.54'
C2	3471.00'	0°08'55"	9.00'	N82°45'36"E	9.00'
C3	17.00'	90°41'34"	26.91'	N52°13'53"W	24.19'
C4	3574.00'	0°35'59"	37.41'	N82°07'21"E	37.41'
C5	3626.00'	2°41'23"	170.22'	N83°10'03"E	170.20'
C6	300.00'	24°09'27"	126.49'	N77°42'14"E	125.55'
C7	30.00'	31°24'16"	16.44'	N49°55'23"E	16.24'
C8	65.00'	33°32'46"	38.06'	N17°26'51"E	37.52'
C9	25.00'	49°32'54"	21.62'	N53°10'13"W	20.95'
C10	25.00'	19°51'31"	8.66'	N38°19'32"W	8.62'
C11	25.00'	29°41'23"	12.95'	N63°05'59"W	12.81'
C12	65.00'	34°02'13"	38.61'	N85°02'13"E	38.05'
C13	3431.00'	0°42'46"	42.68'	N82°45'31"E	42.68'

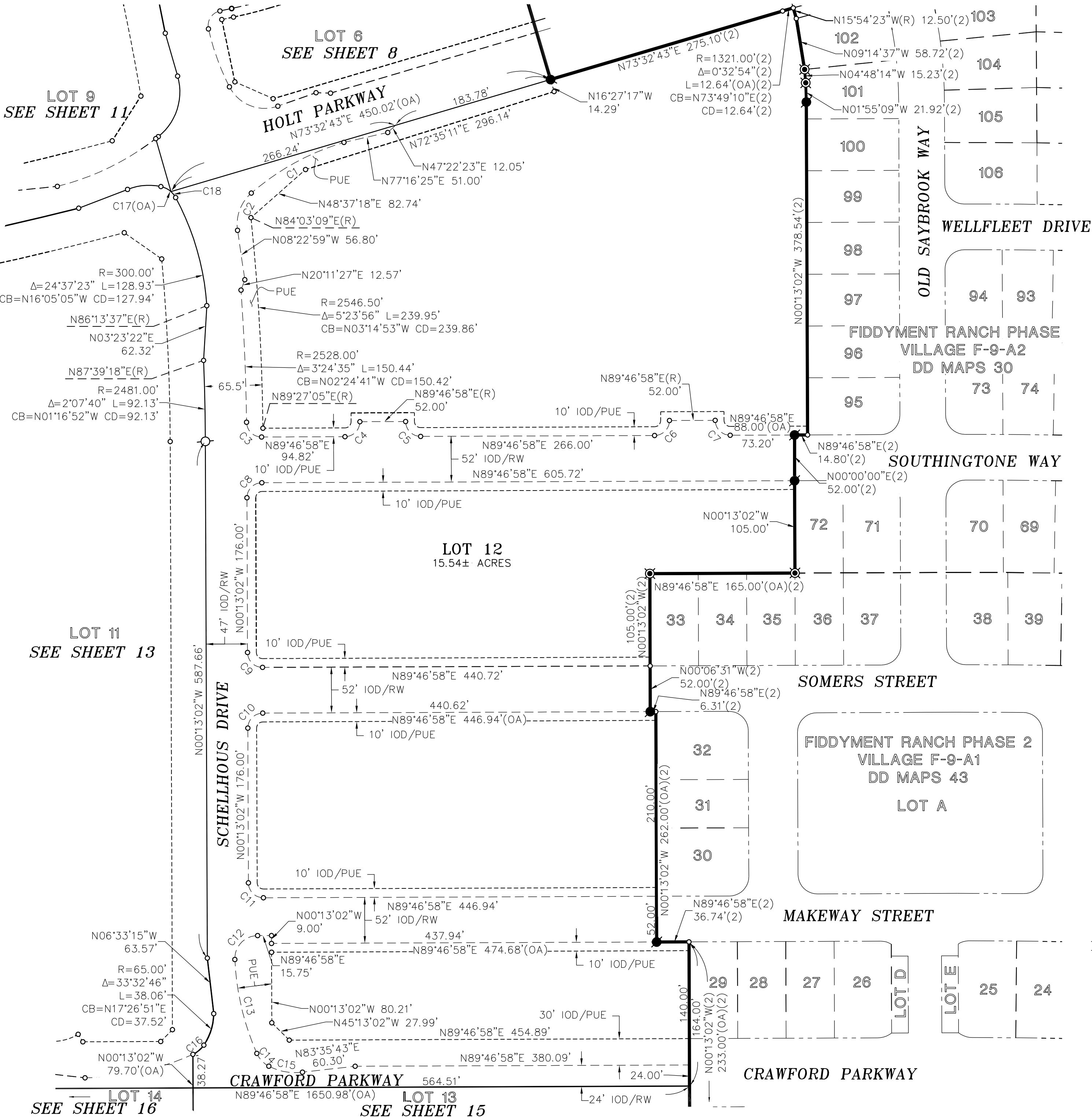
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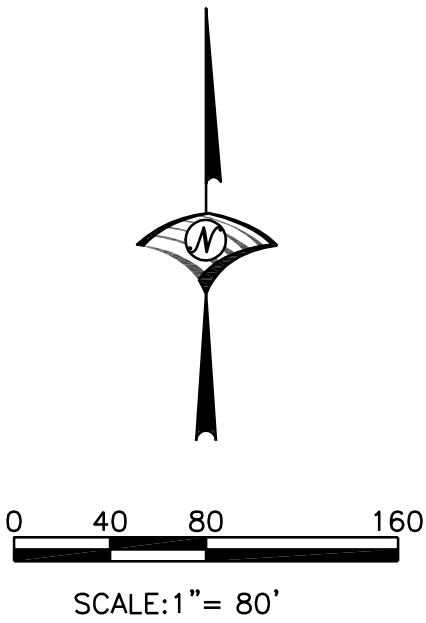
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Curve Table — This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	282.00'	24°35'11"	121.01'	N61°18'07"E	120.08'
C2	47.00'	57°23'30"	47.08'	N20°18'46"E	45.14'
C3	17.00'	89°30'39"	26.56'	N45°27'43"W	23.94'
C4	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C5	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C6	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C7	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C8	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C9	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C10	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C11	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C12	26.00'	92°25'40"	41.94'	N43°34'08"E	37.54'
C13	300.00'	21°03'25"	110.25'	N13°10'25"W	109.63'
C14	30.00'	38°50'02"	20.33'	N43°07'08"W	19.95'
C15	65.00'	34°46'11"	39.44'	N79°55'14"W	38.84'
C16	30.00'	31°24'16"	16.44'	N49°55'23"E	16.24'
C17	25.00'	49°32'54"	21.62'	N53°10'13"W	20.95'
C18	25.00'	19°51'31"	8.66'	N38°19'32"W	8.62'



SEE SHEET 2 FOR BASIS OF BEARINGS, LEGEND, NOTES AND REFERENCES.

FINAL MAP OF
FIDDYMENT RANCH PHASE 2A

LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
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LOT 11
SEE SHEET 13

LOT 12
SEE SHEET 14

LOT F

FIDDYMENT RANCH PHASE 2
VILLAGE F-9-A1
DD MAPS 43

CRAWFORD PARKWAY

LOT B
N89°46'58"E 305.22'(OA)

LOT C

FIDDYMENT ROAD

LOT 14
SEE SHEET 16

LOT 13
18.75± ACRES

LOT 16
SEE SHEET 18

FINAL MAP OF
FIDDYMENT RANCH PHASE 2A

LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
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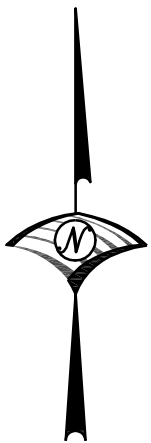
JUNE 2017

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Line Table — This Sheet Only		
No.	Bearing	Length
L1	N6°24'14"W	60.35'
L2	N0°13'02"W	15.72'
L3	N89°46'58"E	9.00'

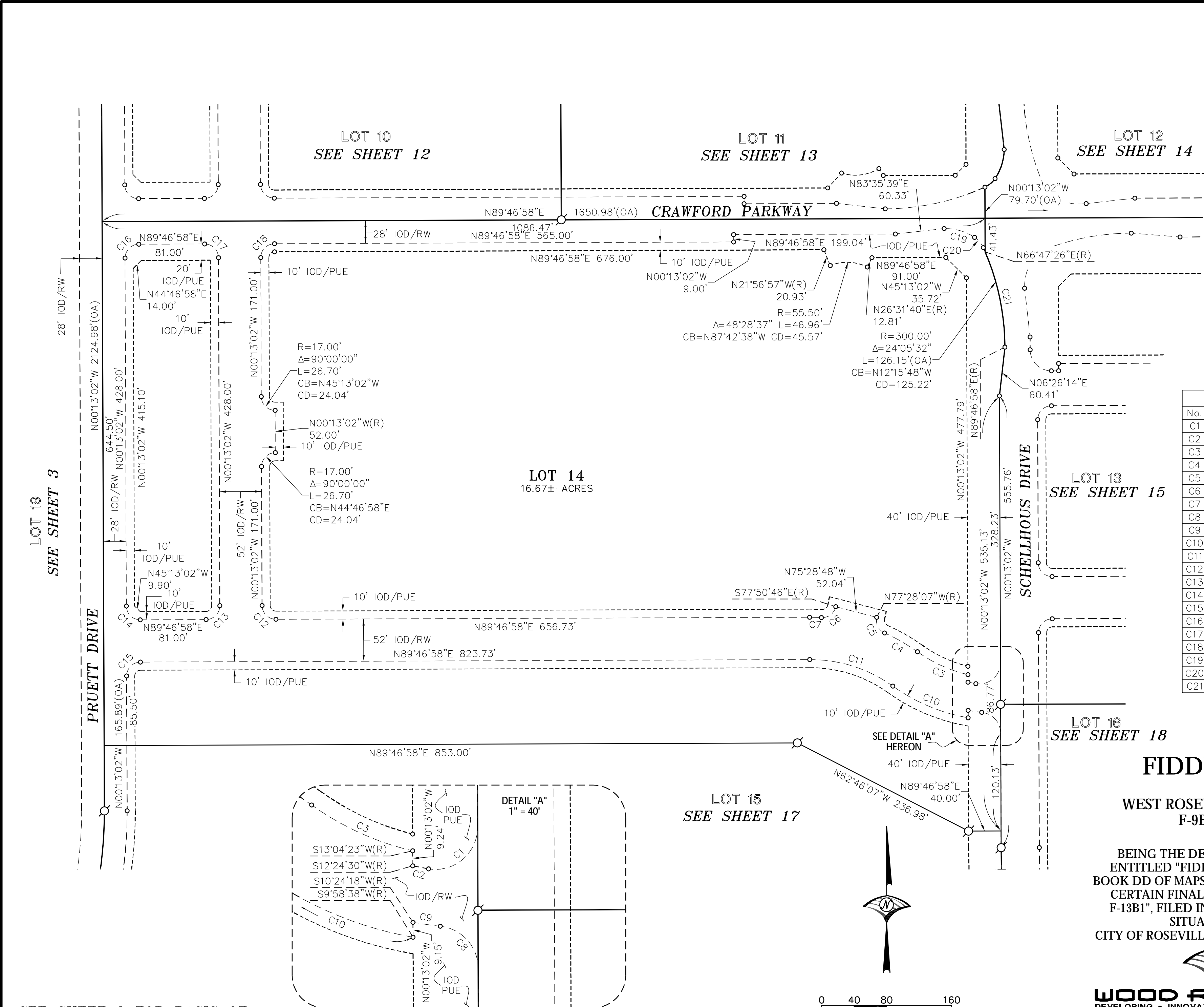
Curve Table — This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	300.00'	20°55'42"	109.58'	N79°19'07"E	108.97'
C2	30.00'	37°48'15"	19.79'	N49°57'09"E	19.44'
C3	65.00'	32°24'54"	36.77'	N14°50'34"E	36.29'
C4	26.00'	90°00'00"	40.84'	N45°13'02"W	36.77'
C5	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C6	17.00'	89°54'27"	26.68'	N45°10'16"W	24.02'
C7	52.00'	90°00'00"	81.68'	N41°22'38"W	73.54'
C8	17.00'	90°00'00"	26.70'	N41°22'38"W	24.04'
C9	17.00'	90°00'00"	26.70'	N48°37'22"E	24.04'
C10	17.00'	90°00'00"	26.70'	N41°22'38"W	24.04'
C11	17.00'	89°55'38"	26.68'	N45°10'51"W	24.03'
C12	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C13	17.00'	90°04'13"	26.72'	N44°49'04"E	24.06'
C14	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C15	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C16	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C17	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C18	300.00'	22°59'32"	120.39'	N11°42'48"W	119.58'



0 40 80 160

SCALE:1"= 80'

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.



Curve Table — This Sheet Only					
No.	Radius	Delta	Length	Chord Bearing	Chord Dist
C1	26.00'	99°31'57"	45.17'	N49°32'56"E	39.70'
C2	183.00'	3°05'36"	9.88'	N79°08'18"W	9.88'
C3	174.00'	22°36'50"	68.68'	N65°37'12"W	68.23'
C4	226.00'	11°49'55"	46.67'	N60°13'45"W	46.59'
C5	17.00'	78°40'36"	23.34'	N26°48'25"W	21.55'
C6	17.00'	81°18'38"	24.13'	N52°48'33"E	22.15'
C7	226.00'	3°40'55"	14.52'	N88°22'35"W	14.52'
C8	26.00'	83°51'28"	38.05'	N42°08'46"W	34.75'
C9	217.00'	4°28'48"	16.97'	N81°50'06"W	16.96'
C10	226.00'	25°42'34"	101.41'	N67°10'05"W	100.56'
C11	174.00'	35°54'15"	109.04'	N72°15'55"W	107.26'
C12	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C13	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C14	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C15	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C16	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C17	17.00'	90°00'00"	26.70'	N45°13'02"W	24.04'
C18	17.00'	90°00'00"	26.70'	N44°46'58"E	24.04'
C19	65.00'	34°55'30"	39.62'	N73°54'08"W	39.01'
C20	30.00'	32°07'49"	16.82'	N40°22'28"W	16.60'
C21	300.00'	22°59'32"	120.39'	N11°42'48"W	119.58'

FINAL MAP OF
FIDDYMENT RANCH PHASE 2A

LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
F-9B, F-9C, F-9D, F-11A, F-12, F-13A & F-13B3
SUBDIVISION NO. PL-0364

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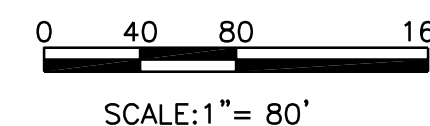
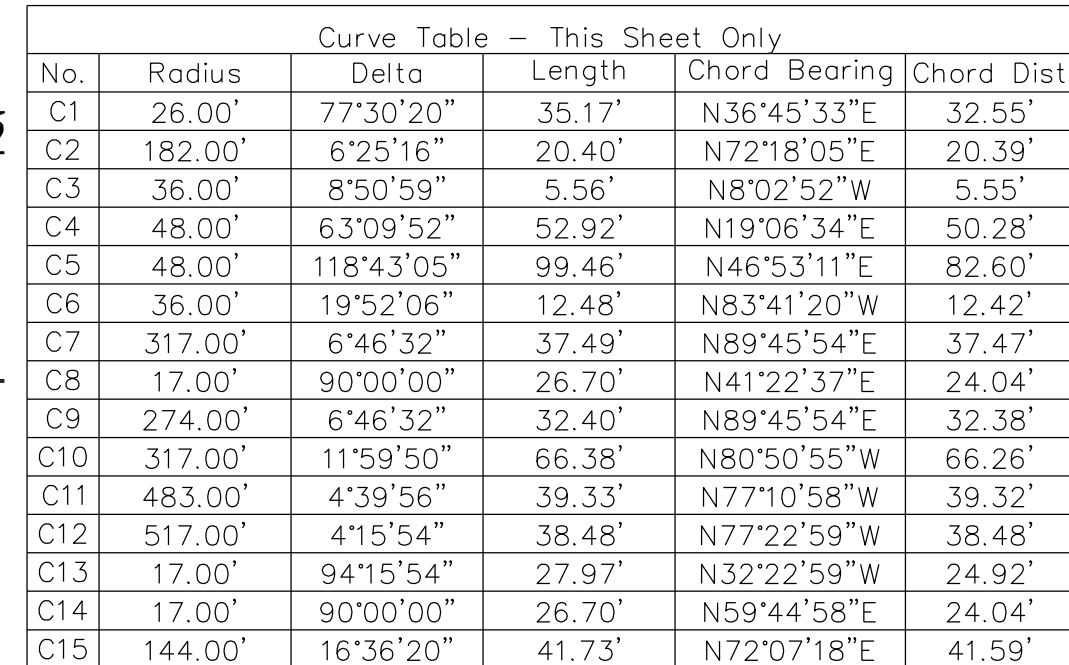
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SEE SHEET 2 FOR BASIS OF
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FIDDYMENT RANCH PHASE 2A

**LARGE LOT SUBDIVISION
WEST ROSEVILLE SPECIFIC PLAN PARCELS F-7, F-8C, F-8D,
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CITY OF ROSEVILLE	COUNTY OF PLACER	STATE OF CALIFORNIA
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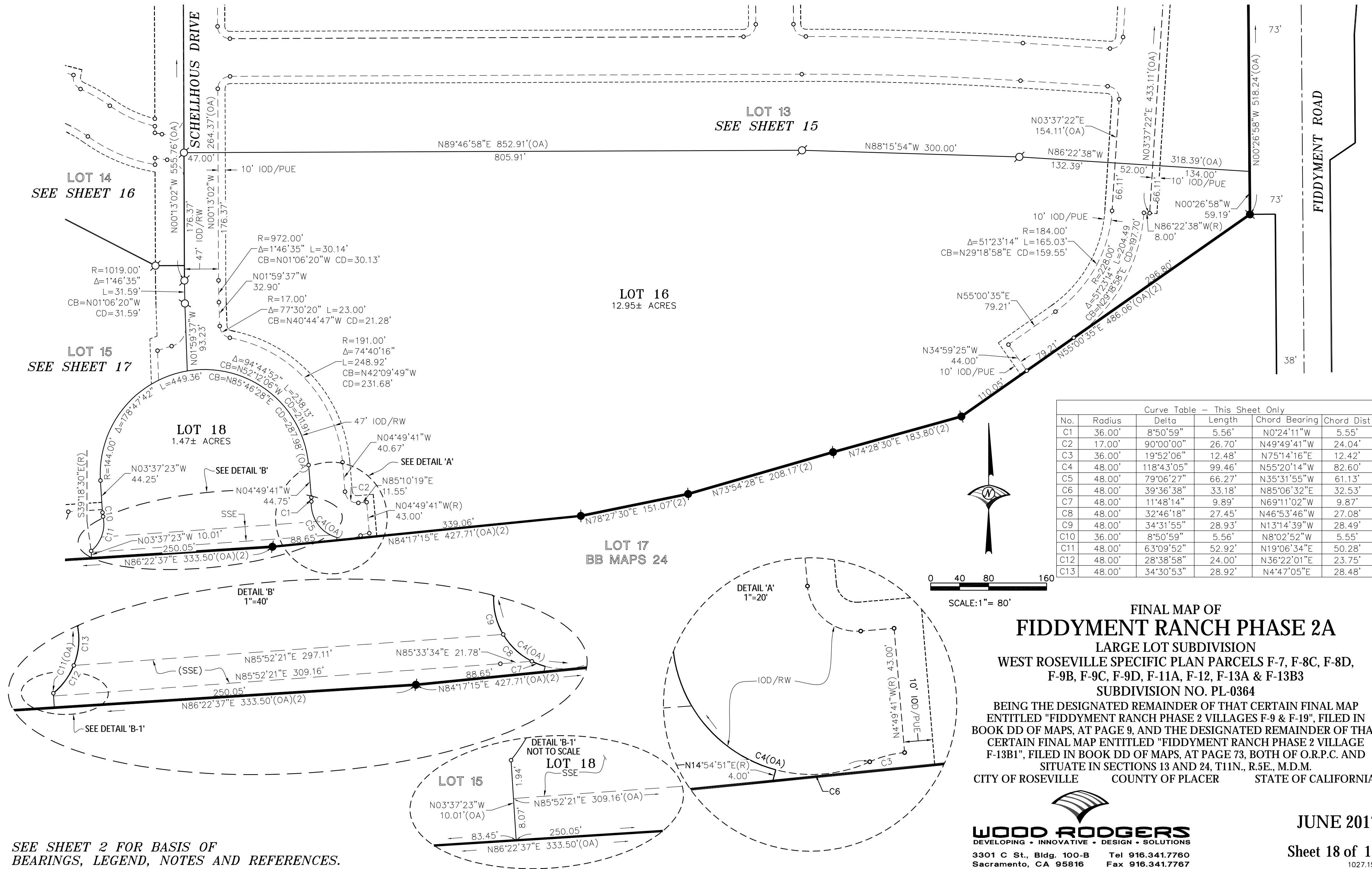
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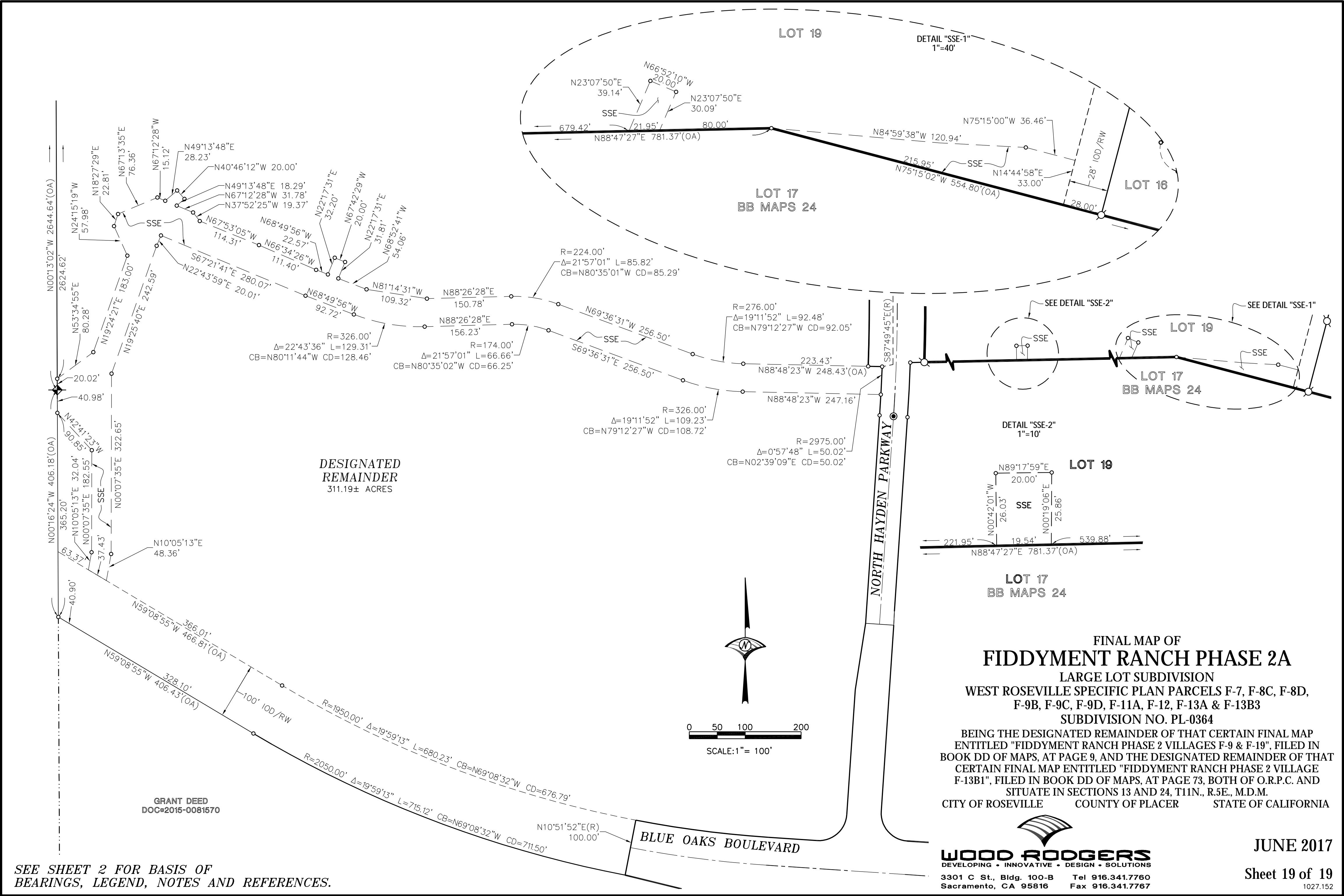
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Sheet 17 of 19

1027.152

SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.





SEE SHEET 2 FOR BASIS OF
BEARINGS, LEGEND, NOTES AND REFERENCES.

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JUNE 2017

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COUNCIL COMMUNICATION

CC #: 8598

File #: 0206-10-01

Title: Downtown Roseville Partnership - Annual Report

Contact: Bill Aiken 916-774-5271 baiken@roseville.ca.us

Meeting Date: 7/5/2017

Item #: 7.1.

RECOMMENDATION TO COUNCIL

Informational only. No Council action required.

BACKGROUND

On July 16, 2014, the City Council approved the formation of the Downtown Roseville Property and Business Improvement District (PBID). This included a resolution accepting the Engineer's Report, confirmation of the boundaries and assessment, and approval for the levy of the annual assessment. The annual assessment provides funding for a budget that is managed by the established owner's association, the Downtown Roseville Partnership (DRP). The DRP Board ensures that the budget is applied to activities and expenses defined in the Management Plan/Engineer's Report accepted by Council as part of the district formation. In addition, the Management Plan includes the following requirement:

"VI. GOVERNANCE

C. Annual Report

The Downtown Roseville Partnership shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650.... The annual report is a prospective report for the upcoming year and must include:

- Any proposed changes in the boundaries of the DRPID or in any benefit zones or classifications of property within the district;
- The improvements and activities to be provided for that fiscal year;
- An estimate of the cost of providing the improvements or activities for that fiscal year;
- The method and basis of levying the assessment in sufficient detail to allow each real property owner to estimate the amount of the assessment to be levied against his or her property for the fiscal year;
- The amount of any surplus or deficit revenues to be carried over from a previous fiscal year; and
- The amount of any contributions to be made from sources other than assessments levied pursuant to this Plan."

The DRP's Roseville City Council Annual Report 2017 is provided as an attachment. The attachment also includes a number supporting documents that further address the elements required in each annual report to Council (2016 Property Owner's Annual Report, assessment roll, current district map,

2016 financial statements).

FISCAL IMPACT

No added fiscal impact. The City contributes to the PBID each year in the form of parcel assessments for City owned property in Downtown Roseville. The estimated 2017 City assessment will be \$71,700.63. Receiving the annual report has no impact on the General Fund and 2% of the property assessment will be retained by the City to cover the costs of administration of the management agreement.

ECONOMIC DEVELOPMENT / JOBS CREATED

The establishment of the Downtown PBID has substantially increased the amount of funding available to market, promote and improve Downtown Roseville.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment (CEQA Guidelines §15061(b)(3)). Approving the agreement does not include the potential for a significant environmental effect, and therefore is not subject to CEQA.

Respectfully Submitted,

Bill Aiken, Development Analyst

Chris Robles, Economic Development Director



Rob Jensen, City Manager

ATTACHMENTS:

Description

2017 DRP Annual Report to Council

2016 DRP Annual Report of Property Owners

2016 Assessment List

Downtown PBID District Map

DRP Statement of Financial Position

DRP Statement of Activity



Roseville City Council Annual Report 2017

Terms of Downtown Roseville Partnership

Size

The District contains approximately 132 parcels owned by 70 - 76 property owners. (Parcels owners have changed since origination)

Boundaries

Walnut Street (north); Atlantic Street (west); and Douglas Boulevard (south); eastern boundary fronts the east edge of Linda Drive between Walnut and Lincoln Streets, west edge of Park Drive between Lincoln and Taylor Streets and the "Alley" between Judah Street and Douglas Boulevard.

Assessment

The Downtown Roseville Property and Business Improvement District programs are funded by parcel tax assessments. The annual assessment is \$0.1339* per parcel square foot, plus \$8.755* per linear front foot along Vernon Street. The annual assessment for private tax-exempt parcels is \$0.020085* per parcel square foot, plus \$1.31325* per linear front foot along Vernon Street. Parcels zoned and used exclusively for

single-family residential purposes and parcels occupied by publicly-owned parking garages are not assessed.

*Assessment rates are determined by the amounts identified in the original district Management Plan plus the 3% annual increase approved in July 2015.

Rates

Assessment rates may increase annually no more than 3 percent.

Programs

Downtown Roseville Partnership provides additional services, improvements and activities for the benefit of its property owners. The current management district plan dictates specific funding for the following benefits: maintenance, landscaping and beautification, security, advocacy, administration and marketing

Actions

A few properties were sold, leased for construction or re-opened. However, District boundaries remain intact as written in the original management district plan approved by Council. [No Change]

The Board of Directors voted to increase District parcel assessment in July, 2015 for the 2015-2016 billing cycle. The Board has not approved an increase in the levy since 2015. **[No 3% Tax Assessment for 2017]**

No Reallocation of Budget Categories

Financial Review

A financial review was conducted by District CPA Tom Carlson. Report is attached and contained in the annual report to property owners. Because of prudent management of programs for 2016, a surplus carryover of \$75,125.82 was achieved. (Carlson Financial Report cited) This allowed DRP Board of Directors to fund programs/expenses

between assessment payments and of receipt of parcel deposit. In addition, the Board of Directors maintained a contingency budget that addresses future bid renewal fees in advance of the next renewal vote.

Involvement in putting on the Sylvia Besana Holiday Parade fulfilled the general benefits collection requirement of nearly \$4,000.

Review

Downtown Roseville Partnership completed projects 2016 to set the stage for 2017. (detailed explanations in attached DRP Annual Report)

2016

- Increased solar powered trash receptacles
- Tree lights re-wrapped due to tree base growth
- New Street Banners throughout entire District
- New Holiday Banners throughout entire District
- Continued window cling program on vacant buildings
- Sidewalk Power washing program implemented
- Ongoing additional leaf blowing
- Day Porter Partnership with The Gathering Inn Launched and expanded
- Creation of District Arts & Entertainment Map
- RED Day Volunteer Day with Keller Williams
- New DRP website
- Increased Social Media Presence
- Increased Media Exposure

2017 To Date:

- Commitment to oversee operations, entries, judging and street closures for the Annual Sylvia Besana Holiday Parade
- Title sponsor for 2017's Downtown Tuesday Nights
- Agreement with LLD to co-fund replacement of lighting on Vernon Street arches.

- Creation of 2016 Annual Report to Property Owners
- Applied to become one of the pilot California Cultural Districts

Remainder of 2017

- Re-painting Vernon Street arches
- Wall Mural Beautification Projects
- Valet Parking program
- Updated Arts and Entertainment Map
- Creation of an advocacy brochure
- Property Owner Appreciation Mixer
- Implementation of a concerted outreach effort to engage and include all side street businesses and property owners

More to Come for 2017

- DRP has committed to oversee operations, entries, judging and street closures for the annual Sylvia Besana Holiday Parade.
- DRP will be the title sponsor of Downtown Tuesday Nights beginning May 2, 2017 for twelve weeks. A new event promoter will help to refresh the atmosphere of the event and will incorporate more arts and crafts, cuisine, culture, music and lifestyle to promote family friendly evenings.
- Plans are underway to replace the lighting in the Vernon Street arch with energy efficient LED bulbs to promote an environmentally friendly welcoming. There are future plans to repaint the arch, as well.
- DRP is planning to carry out one-on-one meetings with DRP members and property owners to seek input and suggestions.
- Implementing a concerted outreach effort to engage and include all side street property owners, ensuring full inclusion throughout the District.
- DRP is considering the opportunity to brighten our cityscape with wall mural beautification projects that will add flavor and character to Downtown and beyond.
- DRP is exploring the option of offering valet parking as restaurant operators have expressed parking concerns. A valet parking option will help to accommodate increased interest and visitor traffic.
- The DRP is partnering with the City of Roseville and Blue Line Arts to become one of the pilot California Cultural Districts, which is denoted as having a high concentration of cultural attractions, facilities and venues.
- Stay tuned for new businesses to debut: Randy Peters Catering and Event Center, Fig Tree Coffee, Sierra College and School of Rock.

Downtown Roseville Partnership
P. O. Box 238
Roseville, CA 95678
Phone 916.771.4475

Email
President@godowntownroseville.com
Operations@godowntownroseville.com
Marketing@godowntownroseville.com

Website
godowntownroseville.com

Meetings
Regular meetings are held on the fourth Wednesday of every month at 3:00 pm at the Roseville Area Chamber of Commerce, 650 Douglas Boulevard. Everyone is invited to attend.

Downtown Roseville Partnership
2016 Annual Report



VISION
Downtown Roseville Partnership is an action-oriented, collaborative group that champions the creation of a vibrant and authentic downtown.

MISSION
Proactive in promoting, marketing and providing services that attract businesses and visitors to the District.
Managing the District's business affairs in a transparent, fiscally responsible manner.

A Message From Board Chair Douglas Wagemann



I am thrilled with the progress the Downtown Roseville Partnership (DRP) has made in developing the culture of our city. Last year saw an increased public gravitation towards the Downtown District because people are drawn to the value-driven shopping and inviting atmosphere that we offer. I am pleased that our Day Porter Program, in partnership with the Gathering Inn, has received incredibly positive attention from property owners and patrons. This program will continue to keep our standards high and our patrons' experiences top notch.

ensuring a variety of businesses and options throughout the District. This will distribute foot traffic and provide a flow for patrons, ushering their interests from one block to the next, keeping them engaged and entertained at every turn. I believe that fostering a collaborative partnership among stakeholders will aid in creating this engagement throughout the District. As such, we would like to work on connecting different businesses for events, such as a bridal shop working with a florist and/or a caterer for a special occasion. This type of collaboration demonstrates the personality and nature of the DRP and continues to be what sets us apart from other regional districts.

Another success from the last year has been an increase in our social media reach, allowing us to connect and interact with residents, supporters and the public. Our Facebook page, now reaches 6,600+ followers with highlights from events, information on district businesses and current happenings.

As the DRP continues to create a valuable experience for the public, the District is also progressing towards becoming one of a handful of California Cultural Districts. This means the DRP hopes to be recognized by the State of California as having developed a note-worthy arts and entertainment district, structured by a high concentration of cultural attractions, facilities and venues. This distinction will provide the District with even more high quality branding and marketing, driving further public appreciation and interest.

Moving forward, a top priority is continuing to develop a balanced business mix,

Also, this coming year promises exciting developments for the whole of the DRP.

We are now the title sponsor of the new and improved Downtown Tuesday Nights, a venture that will ensure blossoming development of a lifestyle culture found at our events. We are also gearing up to coordinate the 56th Annual Sylvia Besana Holiday Parade with all the grace and pride we have created as a partnership.

As Board Chair, I have thoroughly enjoyed serving the DRP and helping to conceive the organizational and operational formation of this partnership. I believe the future of the DRP has never looked brighter than it has as our board stands today. Our board members are eclectic and embody the personality and vision of the DRP while also remaining energized to forge forward with our goals and dreams. I would like to thank the partners, business owners and board members who have allowed me the honor of serving as board chair.

TOGETHER, we are ROSEVILLE PROUD!

Douglas Wagemann, Chair



P. O. Box 238
Roseville, CA 95678

MARONG INTERNATIONAL EDUCATIONAL CORPORA

307 SUTTER AVE
ROSEVILLE, CA 95678

Address Correction Requested

Meet Your Board of Directors



(L to R) Board Member **David Piches**, Merchant Representative **Geoff Sakala**, City Representative **Chris Robles**, Vice President **Mark Vespoli**, Board Members **Haavard Sterri**, **Steve Fuhrman**, Treasurer **Mike Esparza**, President **Douglas Wagemann** and Board Member **Thomas Carlson**.

Douglas Wagemann owns Cochrane and Wagemann Funeral Directors at 103 Lincoln Street. Doug joined the DRP to participate in the creation of a vibrant downtown corridor. His goal is to bring more businesses - and the public - downtown to enjoy the various events, business opportunities and the overall experience that is the wonderful fabric of Downtown Roseville.

Mark Vespoli owns several downtown Roseville properties, including 219 Vernon Street, 400 Vernon Street, 404 Vernon Street, 601 Vernon Street and 106 Judah. He joined the DRP to bring a well-rounded voice to the table, obtained through owning, starting and operating businesses in Downtown Roseville.

Mike Esparza is president and chief financial officer of All-Cal Insurance Agency. He owns the Downtown Roseville properties located at 501 Vernon, 503 Vernon and 505 Vernon Street. He joined the DRP board because he believes in the future plans and expected growth of the District.

David Piches founded Piches Architecture at 115 Taylor Street in Downtown Roseville. He has served on many boards, including the Roseville Area Chamber of Commerce,

Roseville Merchant's Association, Roseville Arts Center and Roseville Urban Forest Foundation. By joining the DRP, Dave hopes to foster creative design solutions and encourage actions that will maintain existing improvements.

Haavard Sterri is a senior director of marketing for Consolidated with CA offices on Vernon Street. He has the responsibility of executing all marketing and advertising initiatives for the company. Haavard is thrilled to bring his passion and expertise to drive the goals of the DRP.

Chris Robles is the representative for the City of Roseville, the City's Economic Development Director and also sits on the board of the Roseville Community Development Corporation (RCDC), a non-profit that works in concert with the City for robust economic growth. He joined the DRP board to further the City's role in continuing to develop a vibrant downtown.

Steve Fuhrman is president of the Fuhrman Leamy Land Group at 231 Vernon Street. He joined the DRP board to continue participating in and maintaining the vision of redevelopment and economic success for downtown proprieties and businesses.

Geoff Sakala is a digital marketing professional and the founder of Clickspring at 224 Vernon Street. Anchoring his business in the heart of Roseville provides his employees with a vibrant workplace within walking distance to shops, restaurants and entertainment. He joined the board to represent the voice of merchants and businesses in Downtown with the hope of further enhancing the business climate.

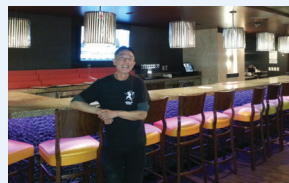
Thomas Carlson is the owner of Carlson Tax Consultants Inc. at 510 Oak Street in Downtown Roseville. He is a member of the AICPA and the Roseville Area Chamber of Commerce. Becoming a board member of the DRP was an opportunity to serve the downtown business owners and property owners and to give back to the local business community.

Consultant

Kat Maudru serves as the Operations and Public Relations Consultant for the DRP. Kat oversees all operational benefits to the District including: day porter (guide services), maintenance and service contracts. She is also the District publicist.

New Businesses in 2016

- **Ninja Sushi** (238 Vernon Street) Refreshing creation of Japanese fusion cuisine, named "Top 100 Places to Eat in the U.S." by Yelp (2015), and Voted "Best Sushi" by KCRA A-List in 2014, 2015, & 2016.
- **Strum Shop** (209 Vernon Street) Family owned musical instrument store offering music workshops, private and group lessons, repairs and concerts held throughout the year.
- **Glue Factory** (244 Vernon Street) A collaborative space for entrepreneur development and community health programs.



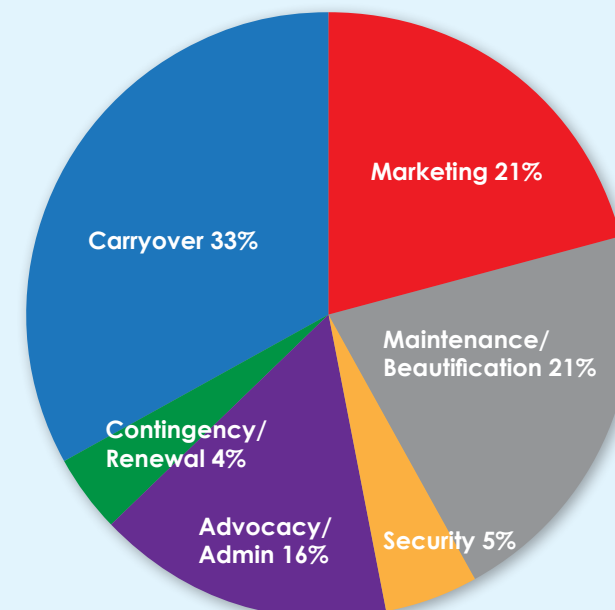
- **Cheese Louise** (400 Vernon Street) Menu staples of classic Americana combined with the fresh vegetables and ingredients provided by the unique and direct agricultural advantages of the Sacramento Valley and surrounding areas.
- **Time & Space Boutique and Gatherings** (414 Vernon Street) A boutique gathering space & lounge for all your personal and business connection needs.
- **Vintage N More** (640 Vernon Street) Carrying antiques, collectables, crafts and gifts.
- **Randy Peters Catering & Events** (105 Vernon Street) Full service catering that provides unforgettable experiences, innovative menus, elegant presentations and stress-free event services.
- **Tumbleweed & Co.** (515A Vernon Street) Unexpected vintage and antique furnishings for sale or rent.

2016 Highlights and Service Benefits

- **Window clings** were added to 8 businesses in the District while their property was either vacant or in process of refurbishment.
- **Increased solar trash receptacles** have been added to promote cleanliness and a more environmentally friendly atmosphere.
- **New DRP website** features a business directory, community calendar, arts and entertainment calendar.
- **Increased social media presence** has led to more than 6,600 online followers.
- **New street banners** have been introduced throughout the District, including side streets such as Grant, Oak and Lincoln.
- **Day Porter Program**, built through a partnership with the Gathering Inn, the program provides the District with eye, ears and boots on the ground.
- **Sidewalk power washing** was performed to eliminate decades of accumulated dirt and debris.
- **An Arts & Entertainment map** has been created and shared with business owners and day porters for distribution.
- **Thanks to coverage in publications** such as the Sacramento Bee, Comstock's Magazine, Press Tribune, Style and Roseville Magazine and radio interviews, the DRP is now on the map and people are taking notice!



Assessment Service Budget



January – December, 2016

Statement of Activities

	Total
Revenue	
Assessment Income	\$ 252,135
Refunds	-7,270
Total Revenue	244,865
Gross Profit	
	\$ 244,865
Expenditures	
Accounting Expense	3,506
Administration Expense	24,059
Advertising	6,973
Amortization Expense	8,515
Bank Charges	30
Computer & Internet	48
Donations	1,000
Dues & Subscriptions	475
Formation	500
Insurance	2,097
Legal & Professional Fees	10,080
Maintenance	45,549
Marketing	27,396
Office Expenses	974
Service Fee	7,221
Sponsorship Fee	25,000
Taxes & License Fee	10
Web Hosting Fee	1,389
Total Expenditures	\$ 164,823
Net Operating Revenue	\$ 80,042

Statements of Cash Flows

	Total
CASH FLOW FROM OPERATING ACTIVITIES	
Net Revenue	\$ 80,042
Accounts Receivable	4,000
Accumulated Amortization	8,515
Accounts Payable	(500)
Net Cash provided by operating activities	\$ 92,057
INVESTING ACTIVITIES	
Net Cash provided by investing activities	-
FINANCIAL ACTIVITIES	
Net Cash provided by financing activities	-
Net Cash increase for period	92,057
Cash at beginning of period	102,547
Cash at end of period	\$ 194,604



Downtown Roseville PBID ATBO (06/13/2017)

Total Assessment: \$240,120.88

COMMERCIAL: (LOT SIZE * 0.1339) + (FRONTAGE * 8.7550)

TAX-EXEMPT: (LOT SIZE * 0.0201) + (FRONTAGE * 1.3133)

POID	NAME	CONTACT	SIGNER	CONTACT EMAIL	CONTACT PHONE	SUPPORT	ASSIGNMENT
APN	SITE ADDRESS	LOT SIZE	FRONTAGE	ASSESSMENT	%		
108	REDEVELOPMENT AGENCY OF THE CITY OF ROSE						
013091003000	324 VERNON	22,909.00	150.00	\$4,380.77	1.82%		
013091010000		29,059.00	218.90	\$5,807.47	2.42%		
013093009000	OAK	14,480.00	0.00	\$1,938.87	0.81%		
013094001510	LINCOLN	69,696.00	0.00	\$9,332.29	3.89%		
013101001000	LINCOLN	9,999.00	0.00	\$1,338.87	0.56%		
013101002000	50 LINCOLN	9,037.00	0.00	\$1,210.05	0.50%		
013101014000	123 LINDA	25,674.00	0.00	\$3,437.75	1.43%		
013101016000	LINCOLN	45,748.00	0.00	\$6,125.66	2.55%		
013120001000	OAK	19,896.00	0.00	\$2,664.07	1.11%		
013123026000	NO ASSESSOR DATA	10,856.00	71.26	\$2,077.50	0.87%		
013124006000	329 VERNON	7,500.00	50.00	\$1,442.00	0.60%		
013124007000	325 VERNON	7,500.00	50.00	\$1,442.00	0.60%		
013124008000	323 VERNON	7,500.00	50.00	\$1,442.00	0.60%		
013124011000	115 GRANT	12,606.00	0.00	\$1,687.94	0.70%		
013124017000	311 VERNON	24,113.60	150.00	\$4,542.06	1.89%		
013124018000	309 VERNON	12,432.00	77.70	\$2,344.91	0.98%		
013124022000	NO ASSESSOR DATA	14,219.00	0.00	\$1,903.92	0.79%		
013124023000	NO ASSESSOR DATA	23,858.00	0.00	\$3,194.59	1.33%		
013131001000	401 OAK	6,720.00	0.00	\$899.81	0.37%		
013131002000	401 OAK	38,761.00	0.00	\$5,190.10	2.16%		
013131003000	225 TAYLOR	14,138.00	0.00	\$1,893.08	0.79%		
013131004000	225 TAYLOR	4,554.00	0.00	\$609.78	0.25%		
013131005000	225 TAYLOR	5,366.00	0.00	\$718.51	0.30%		
013131006000	225 TAYLOR	6,100.00	0.00	\$816.79	0.34%		

POID	NAME	CONTACT	SIGNER	CONTACT EMAIL	CONTACT PHONE	SUPPORT	ASSIGNMENT
APN		SITE ADDRESS		LOT SIZE	FRONTAGE	ASSESSMENT	%
013131017000		401 OAK		4,054.00	0.00	\$542.83	0.23%
013131021000		207 TAYLOR		5,514.00	0.00	\$738.32	0.31%
TOTAL: \$67,721.94		% TOTAL: 28.20%					
110	ROSEVILLE TELEPHONE CO						
013070004000		100 VERNON		15,172.00	250.00	\$4,220.28	1.76%
013071001000		106 VERNON		7,500.00	50.00	\$1,442.00	0.60%
013071002000		106 VERNON		7,500.00	50.00	\$1,442.00	0.60%
013071003000		108 VERNON		7,500.00	50.00	\$1,442.00	0.60%
013071004000		114 VERNON		15,000.00	100.00	\$2,884.00	1.20%
013071007000		LINCOLN		1,875.00	0.00	\$251.06	0.10%
013071009000		120 VERNON		9,400.00	50.00	\$1,696.41	0.71%
013071010000		000 ATLANTIC		5,776.00	0.00	\$773.41	0.32%
013092011000		319 ATLANTIC		7,500.00	0.00	\$1,004.25	0.42%
013092014000		200 VERNON		22,500.00	150.00	\$4,326.00	1.80%
TOTAL: \$19,481.41		% TOTAL: 8.11%					
4	HILLANDALE ENTERPRISES LLC						
013250032000		750 VERNON		32,234.00	376.00	\$7,608.01	3.17%
TOTAL: \$7,608.01		% TOTAL: 3.17%					
39	DOYLE KIRK C & LORETTA TRUSTEES ET AL						
013152010000		623 VERNON		30,000.00	200.00	\$5,768.00	2.40%
013152011000		609 VERNON		7,500.00	50.00	\$1,442.00	0.60%
TOTAL: \$7,210.00		% TOTAL: 3.00%					
135	219 VERNON STREET L P						
013093006000		219 VERNON		11,400.00	76.00	\$2,191.84	0.91%
013122001000		400 VERNON		7,523.00	50.15	\$1,446.39	0.60%
013122002000		404 VERNON		3,525.00	23.50	\$677.74	0.28%
013152017000		601 VERNON		7,776.00	79.91	\$1,740.82	0.72%
013152018000		106 JUDAH		7,074.00	0.00	\$947.21	0.39%

POID	NAME	CONTACT	SIGNER	CONTACT EMAIL	CONTACT PHONE	SUPPORT	ASSIGNMENT
	APN	SITE ADDRESS	LOT SIZE	FRONTAGE	ASSESSMENT		%
	TOTAL: \$7,004.00	% TOTAL: 2.92%					
79	MARONG INTERNATIONAL EDUCATIONAL CORPORA						
	013101022000	FOLSOM	47,916.00	0.00	\$6,415.95		2.67%
	TOTAL: \$6,415.95	% TOTAL: 2.67%					
18	BOGETICH THOMAS M & FRANCESCA A TRS						
	013093007000	201 VERNON	26,100.00	174.00	\$5,018.16		2.09%
	TOTAL: \$5,018.16	% TOTAL: 2.09%					
97	PLACER ARC						
	013121003000	524 VERNON	5,006.00	50.00	\$1,108.05		0.46%
	013153023000	531 VERNON	18,785.00	125.21	\$3,611.53		1.50%
	TOTAL: \$4,719.58	% TOTAL: 1.97%					
89	105 VERNON STREET PARTNERS LLC						
	013072012000	105 VERNON	22,500.00	150.00	\$4,326.00		1.80%
	TOTAL: \$4,326.00	% TOTAL: 1.80%					
133	UNION PACIFIC RAILROAD COMPANY						
	013250013000	NO ASSESSOR DATA	15,923.00	0.00	\$2,132.09		0.89%
	799000206000	NO ASSESSOR DATA	15,950.00	0.00	\$2,135.71		0.89%
	TOTAL: \$4,267.79	% TOTAL: 1.78%					
2	ROSEVILLE COMMUNITY DEVELOPMENT CORPORATE						
	013070001000	98 JEFFERSON	2,323.00	0.00	\$311.05		0.13%
	013092007000	238 VERNON	7,600.00	50.00	\$1,455.39		0.61%
	013092008000	240 VERNON	6,118.00	40.25	\$1,171.59		0.49%
	013092009000	246 VERNON	4,498.00	59.97	\$1,127.32		0.47%

POID	NAME	CONTACT	SIGNER	CONTACT EMAIL	CONTACT PHONE	SUPPORT	ASSIGNMENT
	APN	SITE ADDRESS	LOT SIZE	FRONTAGE	ASSESSMENT		%
	TOTAL: \$4,065.35	% TOTAL: 1.69%					
125	STAMAS IMMANUEL S TR						
	013153013000	515 VERNON	21,000.00	140.00	\$4,037.60		1.68%
	TOTAL: \$4,037.60	% TOTAL: 1.68%					
27	HORIZON CHURCH OF ROSEVILLE INC						
	013164018000	628 ROYER	30,000.00	0.00	\$4,017.00		1.67%
	TOTAL: \$4,017.00	% TOTAL: 1.67%					
83	MCCURRY KEVIN S & CHERYL M TTEES						
	013101021000	140 FOLSOM	27,007.00	0.00	\$3,616.24		1.51%
	TOTAL: \$3,616.24	% TOTAL: 1.51%					
16	BERTOGLIO BETTY ANN TRUSTEE						
	013163001000	DOUGLAS	2,391.00	0.00	\$320.15		0.13%
	013163003000	711 OAK	7,742.00	0.00	\$1,036.65		0.43%
	013163004000	705 OAK	7,481.00	0.00	\$1,001.71		0.42%
	013163005000	701 OAK	9,000.00	0.00	\$1,205.10		0.50%
	TOTAL: \$3,563.61	% TOTAL: 1.48%					
118	SHAW SUSAN IRWIN ET AL						
	013121002000	520 VERNON	15,018.00	150.00	\$3,324.16		1.38%
	TOTAL: \$3,324.16	% TOTAL: 1.38%					
81	MASONIC HALL ASSN						
	013093003000	235 VERNON	17,320.00	100.00	\$3,194.65		1.33%
	TOTAL: \$3,194.65	% TOTAL: 1.33%					
53	HAYES JOHN A & HAYES LISA J TR						
	013161002000	803 VERNON	5,332.00	110.90	\$1,684.88		0.70%

POID	NAME	CONTACT	SIGNER	CONTACT EMAIL	CONTACT PHONE	SUPPORT	ASSIGNMENT
	APN	SITE ADDRESS	LOT SIZE	FRONTAGE	ASSESSMENT		%
	013171011000	501 DOUGLAS	10,890.00	0.00	\$1,458.17		0.61%
	TOTAL: \$3,143.06	% TOTAL: 1.31%					
106	ROCK OF ROSEVILLE THE						
	013162001000	725 VERNON	126,324.00	400.00	\$3,062.52		1.28%
	TOTAL: \$3,062.52	% TOTAL: 1.28%					
15	BAYGELL PROPERTIES						
	013123017000	401 VERNON	16,117.00	101.69	\$3,048.36		1.27%
	TOTAL: \$3,048.36	% TOTAL: 1.27%					
117	SCHROEDLE MICHAEL J & LYNETTE A TRUSTEES						
	013072010000	119 VERNON	15,000.00	100.00	\$2,884.00		1.20%
	TOTAL: \$2,884.00	% TOTAL: 1.20%					
36	DEGRAAFF SHERRI TR						
	013122009000	432 VERNON	13,523.00	90.30	\$2,601.31		1.08%
	TOTAL: \$2,601.31	% TOTAL: 1.08%					
134	VERITAS INNOVATIVE INVESTMENTS LLC						
	013122010000	424 VERNON	9,023.00	60.15	\$1,734.79		0.72%
	013122011000	VERNON	4,500.00	30.00	\$865.20		0.36%
	TOTAL: \$2,599.99	% TOTAL: 1.08%					
29	WAGEMANN DOUGLAS & WAGEMANN RITA						
	013093001000	103 LINCOLN	15,000.00	0.00	\$2,008.50		0.84%
	013093008000	103 LINCOLN	4,400.00	0.00	\$589.16		0.25%
	TOTAL: \$2,597.66	% TOTAL: 1.08%					
8	ALIZADEH AZITA						
	013123018000	424 OAK	18,107.00	0.00	\$2,424.53		1.01%

POID	NAME	CONTACT	SIGNER	CONTACT EMAIL	CONTACT PHONE	SUPPORT	ASSIGNMENT
	APN	SITE ADDRESS		LOT SIZE	FRONTAGE	ASSESSMENT	%
	TOTAL: \$2,424.53	% TOTAL: 1.01%					
25	CITIZENS BANK OF ROSEVILLE						
	013072008510	129	VERNON	11,500.00	100.00	\$2,415.35	1.01%
	TOTAL: \$2,415.35	% TOTAL: 1.01%					
109	ROSEVILLE CIVIC PLAZA LLC						
	013123025000	400	OAK	17,714.00	0.00	\$2,371.90	0.99%
	TOTAL: \$2,371.90	% TOTAL: 0.99%					
62	JAVIDAN SAM J TTEE						
	013121004000	534	VERNON	10,012.00	100.12	\$2,217.16	0.92%
	TOTAL: \$2,217.16	% TOTAL: 0.92%					
120	GKG LLC						
	013122003000	406	VERNON	3,900.00	26.00	\$749.84	0.31%
	013122004000	408	VERNON	7,523.00	50.00	\$1,445.08	0.60%
	TOTAL: \$2,194.92	% TOTAL: 0.91%					
128	THREE OAKS PROPERTIES LIMITED PARTNERSHI						
	013153019000	521	VERNON	11,212.00	75.79	\$2,164.83	0.90%
	TOTAL: \$2,164.83	% TOTAL: 0.90%					
19	BRAR JASBIR S TR ET AL						
	013123021000	431	VERNON	10,948.00	72.75	\$2,102.86	0.88%
	TOTAL: \$2,102.86	% TOTAL: 0.88%					
72	LEE JONG HWAN & YOUNG JA						
	013122005000	414	VERNON	7,523.00	50.15	\$1,446.39	0.60%
	013122012000		VERNON	3,000.00	20.00	\$576.80	0.24%

POID	NAME	CONTACT	SIGNER	CONTACT EMAIL	CONTACT PHONE	SUPPORT	ASSIGNMENT
	APN	SITE ADDRESS	LOT SIZE	FRONTAGE	ASSESSMENT		%
	TOTAL: \$2,023.19	% TOTAL: 0.84%					
98	ROSEVILLE CITY OF						
	013172011000	505 ROYER	6,000.00	0.00	\$803.40		0.33%
	013172012000	ROYER	9,000.00	0.00	\$1,205.10		0.50%
	TOTAL: \$2,008.50	% TOTAL: 0.84%					
103	RB ENTERPRISES L P						
	013172020000	311 JUDAH	14,924.00	0.00	\$1,998.32		0.83%
	TOTAL: \$1,998.32	% TOTAL: 0.83%					
114	RYAN BARBARA W						
	013131013000	415 OAK	4,810.00	0.00	\$644.06		0.27%
	013131014000	411 OAK	4,116.00	0.00	\$551.13		0.23%
	013131016000	417 OAK	5,508.00	0.00	\$737.52		0.31%
	TOTAL: \$1,932.71	% TOTAL: 0.80%					
82	MAYS PHILLIP D						
	013151004000	600 VERNON	7,840.00	100.00	\$1,925.28		0.80%
	TOTAL: \$1,925.28	% TOTAL: 0.80%					
47	ESPARZA MICHAEL A & ESPARZA APRIL L						
	013153014000	501 VERNON	8,850.00	59.00	\$1,701.56		0.71%
	TOTAL: \$1,701.56	% TOTAL: 0.71%					
139	DUTRA ALAN JESS & JANET KAREN TRUSTEES						
	013164001000	214 JUDAH	7,500.00	0.00	\$1,004.25		0.42%
	013164003000	222 JUDAH	5,000.00	0.00	\$669.50		0.28%
	TOTAL: \$1,673.75	% TOTAL: 0.70%					
112	RSVL AERIE FRAT ORD OF EAGLES						

POID	NAME	CONTACT	SIGNER	CONTACT EMAIL	CONTACT PHONE	SUPPORT	ASSIGNMENT
	APN	SITE ADDRESS	LOT SIZE	FRONTAGE	ASSESSMENT		%
	013071006000	124 VERNON	5,625.00	100.00	\$1,628.69		0.68%
	TOTAL: \$1,628.69	% TOTAL: 0.68%					
85	MISAKI TAKESHI TRUSTEE ET AL						
	013171007000	300 JUDAH	4,500.00	0.00	\$602.55		0.25%
	013171008000	306 JUDAH	7,500.00	0.00	\$1,004.25		0.42%
	TOTAL: \$1,606.80	% TOTAL: 0.67%					
65	KEMPER KEVIN KEIL / KEMPER COLLEEN NORMA TR						
	013101004000	129 LINDA	11,051.00	0.00	\$1,479.73		0.62%
	TOTAL: \$1,479.73	% TOTAL: 0.62%					
6	ALCALA ANDREW ANTHONY & TERRI LYNN						
	013164016000	605 OAK	11,000.00	0.00	\$1,472.90		0.61%
	TOTAL: \$1,472.90	% TOTAL: 0.61%					
42	ESCOBAR JOHN IVAN						
	013152012000	605 VERNON	7,500.00	50.00	\$1,442.00		0.60%
	TOTAL: \$1,442.00	% TOTAL: 0.60%					
123	SMITH JERRY BILL ET AL						
	013072011000	111 VERNON	7,500.00	50.00	\$1,442.00		0.60%
	TOTAL: \$1,442.00	% TOTAL: 0.60%					
32	CROUCH STEVE & JUDY						
	013101013000	127 LINDA	10,289.00	0.00	\$1,377.70		0.57%
	TOTAL: \$1,377.70	% TOTAL: 0.57%					
122	SMITH GREGORY ROSS & KATHY JEAN TRUSTEES						
	013152002000	600 OAK	8,400.00	0.00	\$1,124.76		0.47%

POID	NAME	CONTACT	SIGNER	CONTACT EMAIL	CONTACT PHONE	SUPPORT	ASSIGNMENT
	APN	SITE ADDRESS	LOT SIZE	FRONTAGE	ASSESSMENT		%
	TOTAL: \$1,124.76	% TOTAL: 0.47%					
22	CARDENAS FAMILY ENTERPRISES INC						
	013121006000	500 VERNON	5,006.00	50.06	\$1,108.58		0.46%
	TOTAL: \$1,108.58	% TOTAL: 0.46%					
90	OXFORD MORTGAGE FUNDS L P						
	013121005000	510 VERNON	5,006.00	50.00	\$1,108.05		0.46%
	TOTAL: \$1,108.05	% TOTAL: 0.46%					
23	CARLSON THOMAS A ET AL						
	013153003000	510 OAK	7,500.00	0.00	\$1,004.25		0.42%
	TOTAL: \$1,004.25	% TOTAL: 0.42%					
24	CAROTHERS DAVID L						
	013153009000	534 OAK	7,500.00	0.00	\$1,004.25		0.42%
	TOTAL: \$1,004.25	% TOTAL: 0.42%					
126	STILWELL WAYNE E & DIANE M TRUSTEES						
	013154010000	531 OAK	7,500.00	0.00	\$1,004.25		0.42%
	TOTAL: \$1,004.25	% TOTAL: 0.42%					
52	HAAG GEORGE KARL & MARIA LUISE TRS						
	013092006000	228 VERNON	3,750.00	50.00	\$939.88		0.39%
	TOTAL: \$939.88	% TOTAL: 0.39%					
136	VO LP						
	013092005520	226 VERNON	3,750.00	50.00	\$939.88		0.39%
	TOTAL: \$939.88	% TOTAL: 0.39%					
12	BROWN DAVID M & PATRICIA B TR						

POID	NAME	CONTACT	SIGNER	CONTACT EMAIL	CONTACT PHONE	SUPPORT	ASSIGNMENT
	APN	SITE ADDRESS	LOT SIZE	FRONTAGE	ASSESSMENT		%
	013164015000	609 OAK	6,750.00	0.00	\$903.83		0.38%
	TOTAL: \$903.83	% TOTAL: 0.38%					
20	GUZMANI LLC						
	013153008000	530 OAK	6,000.00	0.00	\$803.40		0.33%
	TOTAL: \$803.40	% TOTAL: 0.33%					
34	D&E PADILLA FAMILY LIMITED PARTNERSHIP						
	013153007000	526 OAK	6,000.00	0.00	\$803.40		0.33%
	TOTAL: \$803.40	% TOTAL: 0.33%					
58	SCHWARTZ JOSEPH & SCHWARTZ JANINE						
	013152019000	620 OAK	6,000.00	0.00	\$803.40		0.33%
	TOTAL: \$803.40	% TOTAL: 0.33%					
67	KINCAID CONNIE L TTEE						
	013152020000	616 OAK	6,000.00	0.00	\$803.40		0.33%
	TOTAL: \$803.40	% TOTAL: 0.33%					
69	KNOBLICH PETER & MABERY DARLA						
	013154004000	512 ROYER	6,000.00	0.00	\$803.40		0.33%
	TOTAL: \$803.40	% TOTAL: 0.33%					
77	MANDEL JAMI						
	013154014000	515 OAK	6,000.00	0.00	\$803.40		0.33%
	TOTAL: \$803.40	% TOTAL: 0.33%					
119	SILL KAREN LYNN						
	013154001000	500 ROYER	6,000.00	0.00	\$803.40		0.33%
	TOTAL: \$803.40	% TOTAL: 0.33%					

POID	NAME	CONTACT	SIGNER	CONTACT EMAIL	CONTACT PHONE	SUPPORT	ASSIGNMENT
	APN	SITE ADDRESS	LOT SIZE	FRONTAGE	ASSESSMENT		%
63	JOHNK BRUCE A & CHASE CARMEN D TTEE						
	013164017000	212 JUDAH	5,500.00	0.00	\$736.45		0.31%
	TOTAL: \$736.45	% TOTAL: 0.31%					
121	SMITH DANA F TTEE						
	013171009000	308 JUDAH	4,791.00	0.00	\$641.51		0.27%
	TOTAL: \$641.51	% TOTAL: 0.27%					
46	FREDIANI KATHRYN L TTEE						
	013092010000	343 ATLANTIC	4,618.00	0.00	\$618.35		0.26%
	TOTAL: \$618.35	% TOTAL: 0.26%					
131	MCDERMOTT MICHAEL						
	013093005000	VERNON	3,150.00	21.00	\$605.64		0.25%
	TOTAL: \$605.64	% TOTAL: 0.25%					
70	LAND ARC LLC						
	013093004000	231 VERNON	2,030.00	29.00	\$525.71		0.22%
	TOTAL: \$525.71	% TOTAL: 0.22%					
91	PATTERSON LUKE ANDREW & MARY FRANCES ET						
	013072009000	104 LINCOLN	3,500.00	0.00	\$468.65		0.20%
	TOTAL: \$468.65	% TOTAL: 0.20%					
54	HENSON ROBERT D & SHAUNA L TRUSTEES						
	013171005000	611 ROYER	3,000.00	0.00	\$401.70		0.17%
	TOTAL: \$401.70	% TOTAL: 0.17%					
95	PICHES JOHN G TR						
	013123014000	000 TAYLOR	2,990.00	0.00	\$400.36		0.17%

POID	NAME	CONTACT	SIGNER	CONTACT EMAIL	CONTACT PHONE	SUPPORT	ASSIGNMENT
	APN	SITE ADDRESS	LOT SIZE	FRONTAGE	ASSESSMENT		%
	TOTAL: \$400.36	% TOTAL: 0.17%					
55	HERBERGER CRAIG C						
	013073011000	97 VERNON	11,325.00	118.00	\$382.43		0.16%
	TOTAL: \$382.43	% TOTAL: 0.16%					
124	SPEDER FREDERICK A TTEE						
	013164010000	211 BULEN	2,500.00	0.00	\$334.75		0.14%
	TOTAL: \$334.75	% TOTAL: 0.14%					
115	SALVATION ARMY THE						
	013072006000	100 LINCOLN	9,173.00	0.00	\$184.24		0.08%
	013072007000	100 LINCOLN	7,100.00	0.00	\$142.60		0.06%
	TOTAL: \$326.84	% TOTAL: 0.14%					
100	PROJECT GO INCORPORATED						
	013161001000	801 VERNON	9,661.00	65.00	\$279.40		0.12%
	TOTAL: \$279.40	% TOTAL: 0.12%					
33	CROWLEY SHELLEY L						
	013153021000	OAK	2,000.00	0.00	\$267.80		0.11%
	TOTAL: \$267.80	% TOTAL: 0.11%					
94	PICHES DAVID RICHARD ET AL						
	013123016000	TAYLOR	1,515.00	0.00	\$202.86		0.08%
	TOTAL: \$202.86	% TOTAL: 0.08%					
37	DESEBLO MARGUERITE						
	013073016000	NO ASSESSOR DATA	253.00	0.00	\$33.88		0.01%
	TOTAL: \$33.88	% TOTAL: 0.01%					

POID	NAME		CONTACT	SIGNER	CONTACT EMAIL	CONTACT PHONE	SUPPORT	ASSIGNMENT
	APN	SITE ADDRESS		LOT SIZE	FRONTAGE		ASSESSMENT	%

EXHIBIT A: District Boundary Map



Downtown Roseville Partnership

STATEMENT OF FINANCIAL POSITION

As of December 31, 2016

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
ORGANIZATIONAL x8318 (XXXXXXXXXXXXXXXXXX 8318)	194,624.81
Total Bank Accounts	\$194,624.81
Accounts Receivable	
Accounts Receivable	0.00
Total Accounts Receivable	\$0.00
Total Current Assets	\$194,624.81
Other Assets	
Accumulated Amortization	-19,864.42
Organizational Costs	57,489.36
Website Design	14,049.00
Total Other Assets	\$51,673.94
TOTAL ASSETS	\$246,298.75
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	0.00
Total Accounts Payable	\$0.00
Total Current Liabilities	\$0.00
Long-Term Liabilities	
Loan Payable	500.00
Total Long-Term Liabilities	\$500.00
Total Liabilities	\$500.00
Equity	
Opening Balance Equity	0.00
Retained Earnings	165,735.47
Net Revenue	80,063.28
Total Equity	\$245,798.75
TOTAL LIABILITIES AND EQUITY	\$246,298.75

Downtown Roseville Partnership

STATEMENT OF ACTIVITY

January - December 2016

	TOTAL
REVENUE	
4001 - Assessment Income	252,135.14
Refunds-Allowances	-7,269.92
Unapplied Cash Payment Revenue	0.00
Total Revenue	\$244,865.22
GROSS PROFIT	\$244,865.22
EXPENDITURES	
Accounting Services	3,505.70
Administration	59.40
Consulting Fees	24,000.00
Total Administration	24,059.40
Advertising	6,972.97
Amortization Expense	8,515.00
Bank Charges	30.00
Computer & Internet	48.00
Donations	1,000.00
Dues & Subscriptions	475.00
Formation	500.00
Insurance - Disability	1,166.00
Insurance - Liability	931.00
Landscaping	2,880.00
Legal & Professional Fees	10,079.76
Maintenance	42,669.37
Marketing	13,396.27
Consulting	14,000.00
Total Marketing	27,396.27
Office Expenses	953.20
Service Fee	7,221.14
Sponsorship Fee	25,000.00
Taxes & Licenses	10.00
Unapplied Cash Bill Payment Expenditure	0.00
Web Hosting Fee	1,389.13
Total Expenditures	\$164,801.94
NET OPERATING REVENUE	\$80,063.28
NET REVENUE	\$80,063.28



COUNCIL COMMUNICATION

CC #: 8622
File #: 0800-05

Title: 800 Megahertz Radio System Replacement - Service Agreements and Out of State Travel Request
Contact: Karl Grover 916-774-5145 kgrover@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 7.2.

RECOMMENDATION TO COUNCIL

Recommend Council approves service agreements with EF Johnson, Zetron and Motorola. Approval is also requested authorizing the City Manager to sign the service agreements. Additionally, staff requests authorization for the Chief Information Officer to approve change orders up to an additional 5% (\$329,475.49) of the service agreements, to cover the costs of unexpected changes to the project scope or schedule.

Also, recommend Council to approval out of state travel for (3) City staff members to Texas for radio network infrastructure training purposes. Training costs are covered within the EF Johnson contract.

BACKGROUND

The City's primary means of two-way communication for many departments is the 800MHz radio system. This system has been in service since 1999. It has grown with the City to continue to meet communication needs over the last 18 years. However, the system will no longer be supported after 2018.

City staff established an '800MHz System Committee' in 2012 to identify a solution. Since 2012 the Committee has created a Strategic Plan, released a RFI-request for Information to understand vendors' capabilities and partnered with CDX Wireless to evaluate options in order to finalize a path to success.

The 800MHz radio system is comprised of various components including infrastructure, dispatch consoles and radio subscribers. Ultimately the Committee's efforts led to a RFP-Request for Proposal that was constructed such that the City, if desired, could award contracts to different manufacturers for different system components using a nationwide suite of standards known as Project-25 (P25). After an exhaustive evaluation process that included many factors, the Committee selected three vendors to provide various system components that best fit the City's needs.

Service agreements have been created with EF Johnson (infrastructure, subscribers), Zetron (Dispatch consoles) and Motorola (subscribers). Each manufacturer's proposed equipment is P25 compliant and best fits the City's financial, operational and technical needs. Complete proposals are available from the City Clerk's office.

The RFP's logging recorder component is not being awarded as part of this RFP. The City will explore a new purchasing mechanism to find a solution that best fits its needs.

The service agreement with EF Johnson (#K1701073) is not to exceed \$5,034,689.85. The service agreement with Zetron (#K1701074) is not to exceed \$632,181.04. The service agreement with Motorola (#K1701075) is not to exceed \$763,539.00. Additionally, staff requests authorization for the Chief Information Officer to approve change orders up to an additional 5% (\$329,475.49) of the implementation costs of the service agreements, to cover the costs of unexpected changes to the project scope or schedule.

Finally, part of the EF Johnson and Zetron contracts includes five years of extended support to ensure system reliability at predictable and reduced costs. The 1st year of EF Johnson infrastructure and Zetron dispatch consoles is under warranty so the extended support will cover the system through year six at which point the City can decide to continue or modify the level of support of each system component.

Fleet Services will install several radios in vehicles as part of this project for \$8,600. Funding will be transferred from the project budget to Fleet Services.

FISCAL IMPACT

The project is funded by \$4,804,724 from the General Fund, \$1,471,789 from Utilities, \$988,956 from the Local Transportation Fund including approximately \$418,000 from the State of California's Proposition 1B Transit grant programs.

This funding total is equal to the project cost plus 10%. Approval of this request allows for 5% contingency. If the remaining 5% is needed as the project evolves, then Staff will return to Council to provide additional background and request approval.

In regards to annual maintenance costs, the 5-year extended support cost for EF Johnson infrastructure is \$988,123.36 and Zetron Dispatch consoles is \$253,740.06. These costs will be paid over the course of five years on an annual basis. These costs are part of the Internal Service Fund.

ECONOMIC DEVELOPMENT / JOBS CREATED

Per federal guidelines, there is one job created for every \$92,000.00 in direct government spending. Based on that figure, this project will create 71 jobs.

ENVIRONMENTAL REVIEW

The proposed project involves the replacement of an existing structure or facility (antennas). This

activity is categorically exempt from CEQA as a Class 2 Exemption (State CEQA Guidelines Section 15302). The Exemption has been prepared and no further CEQA action is required.

Respectfully Submitted,

Karl Grover, IT Analyst - Network Infrastructure Division

Hong Sae, Chief Information Officer



Rob Jensen, City Manager

ATTACHMENTS:

Description

Resolution No. 17-314

EF Johnson Cover Letter

EFJ Agreement - Signed

Resolution No. 17-315

Zetron Cover Letter

Zetron System Sales Contract with Exhibits

Resolution No. 17-316

Motorola Agreement - Signed

Resolution No. 17-317

City Council Presentation

RESOLUTION NO. 17-314

APPROVING A SYSTEM SALES AGREEMENT BY AND BETWEEN THE CITY OF
ROSEVILLE AND E.F. JOHNSON COMPANY, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a system sales agreement regarding the 800 MHz Radio System replacement project, by and between the City of Roseville and E.F. Johnson Company, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville, upon receipt and approval of signed bonds by the City Attorney's office; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

1440 Corporate Drive
Irving, TX 75038

September 7, 2016

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

Dear City of Roseville Proposal Evaluators:

On behalf of the employees of E.F. Johnson Company (EFJohnson)—a JVCKENWOOD Company—I am pleased to submit this response to the City of Roseville for its **800 MHz Radio System Replacement** Request for Proposal. We accept and will adhere to the general requirements and contract terms outlined therein and acknowledge receipt of the following Addendums:

Addendum One, dated June 15, 2016
Addendum Two, dated July 27, 2016
Addendum Three, dated August 10, 2016
Addendum Four, dated August 22, 2016.

In choosing EFJohnson, the City of Roseville will experience the peace of mind that only the ATLAS® platform offers. Our patented Latitude™ technology provides an IT-based solution with distributed call control, self-healing sites, and unparalleled redundancy. ATLAS breaks the cycle of end-of-life issues with a software-based platform that runs on commercial off-the-shelf hardware. Expansion, maintenance and upgrades are simple and inexpensive, eliminating the danger that tomorrow or next year, your system will become obsolete. Giving customers choice, control and flexibility, ATLAS is the most modern system solution on the market.

EFJohnson's proposal to the City of Roseville includes:

- 3-Site, 9-Channel P25 800 MHz Phase 1 Digital Trunked Simulcast Radio System
- 10 StarGate® Dispatch Consoles
- Viking® Subscriber Fleet (VP400s, VP600s, VP900s and VM400s, VM600s, VM900s)
- Microwave Backhaul Solution
- Optional Equipment/Functions:
 - Inter RF Subsystem Interface (ISSI)
 - Over-the-Air Rekeying (OTAR)
 - Over-the Air Programming (OTAP)

- GPS Location CAD Interface
- PTT Application Integration

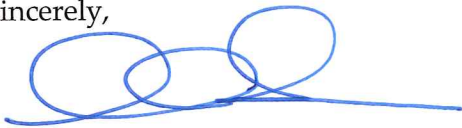
Our coverage guarantee ensures users receive the coverage they need—indoors and out—to serve and protect Roseville residents.

The proposed optional Viking radios feature TrueVoice™ software-based technology, an advanced approach to voice clarity that consistently outperforms multi-microphone radio technologies. TrueVoice uses complex algorithms to provide a simple approach to reducing noise.

Viking radios are protected, not only by the industry's strongest standard warranty, but also the industry's first Perpetual Software Licensing program. This newly launched licensing program can result in a significant cost savings for the City by eliminating the reoccurring costs typically imposed when a purchased feature is transferred to a new radio.

We look forward to providing the evaluation committee a presentation that will highlight the unique benefits of the ATLAS solution to simplify your decision. Please forward requests for clarification or other communication to Peter Hambuch, System Sales Director, at 858-337-1304 or phambuch@efji.com.

Sincerely,



Duane Anderson
CFO, E.F. Johnson Company

972-819-2398 office
972-819-0639 fax

E.F. JOHNSON COMPANY
AND
CITY OF ROSEVILLE, CALIFORNIA

System Sales Agreement

E.F. Johnson Company, a Minnesota corporation, located at 1440 Corporate Drive, Irving, TX 75038 (“E.F. Johnson”), and the City of Roseville, a municipal corporation (the “City” or “Customer”), enter into this System Sales Agreement (“Agreement”) this ____ day of _____, 2017, pursuant to which the City will purchase and E.F. Johnson will sell the System, as described below. E.F. Johnson and the City may be referred to individually as “party” and collectively as “parties.”

For good and valuable consideration, the parties agree as follows:

Section 1 EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities between this Agreement and the Exhibits listed below, the main body of this Agreement will take precedence over Exhibits B-H and any inconsistency between Exhibits B through H will be resolved in the order in which they are listed below. To resolve any ambiguities between this Agreement and Exhibit A, Exhibit A will take precedence.

Exhibit A	City of Roseville Terms and Conditions
Exhibit B	City of Roseville “Pricing Contract dated May 12, 2017”
Exhibit C	Public Works Labor and Materials Payment Bond
Exhibit D	E.F. Johnson “Software License Agreement”
Exhibit E	E.F. Johnson “System Warranty Statement”
Exhibit F	“Technical and Implementation Documents”
F-1	“Proposal to City of Roseville, California dated September 6, 2016”
Exhibit G	“City of Roseville, California Request for Proposals for 800 MHz Radio System Replacement”
Exhibit H	“Final Acceptance Certificate”

Section 2 DEFINITIONS

Capitalized terms used in this Agreement shall have the following meaning:

“Agreement Price” means the price for the System, exclusive of any applicable sales or similar taxes or freight charges.

“Agreement Time” means the time from commencement of the Work through Final Acceptance.

“Beneficial Use” means when the City first uses the System for operational purposes.

“Change Order” means a written order signed by the City and E.F. Johnson issued after Critical Design Review, authorizing a change in the Work or an adjustment in the Agreement Price or a change in the Implementation Schedule or any other amendment to this Agreement

“Critical Design Review” occurs when the parties have agreed-upon Implementation and Technical Documents to be incorporated herein, and the final System design has been completed.

“E.F. Johnson Software” means Software that E.F. Johnson owns.

“Effective Date” means that date upon which the last party has signed the Agreement.

“Equipment” means the hardware incorporated in the System.

“Extended Warranty and Maintenance” means years two (2) through six (6) years of warranty and maintenance services after Final Acceptance on the System Infrastructure as provided in the Agreement.

“Factory Acceptance” or “Staging Acceptance” means testing and acceptance in accordance with Section 6.2 of the Agreement.

“Final Acceptance” means the definition set forth in Section 6.3 of the Agreement.

“Infringement Claim” means a claim that the Equipment manufactured by E.F. Johnson or the E.F. Johnson Software infringes a United States patent or copyright.

“Non-E.F. Johnson Software” means Software that a party other than E.F. Johnson owns.

“Software” means the E.F. Johnson and/or Non-E.F. Johnson Software in object code format that is furnished with the System or Equipment and which may be listed on the Equipment list.

“Subscriber Equipment” means the portable and mobile radios that operate on the System Infrastructure.

“System” means the System Infrastructure, Subscriber Equipment, Software and services, including programming, combined together into a system as more fully described in the Technical and Implementation Documents.

“System Infrastructure” means the RF and data transport mechanism, including repeaters, consoles and interconnect equipment.

“Work” means providing all labor and incidentals, such as equipment, tools, materials and transportation, necessary to design, construct, ship, optimize and test the System required by this Agreement.

“Working Day” means Monday through Friday, excluding weekends and holidays.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. E.F. Johnson will provide, ship, optimize and test the System, perform its Work, and may subcontract performance of any portion of the Work all in accordance with this Agreement.

3.2 TERM. Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date and shall continue until the latter of the date of Final Acceptance or expiration of the warranty period.

3.3 ADDITIONAL EQUIPMENT OR SOFTWARE. Utilizing this Agreement as a purchasing vehicle, Customer and/or agencies within the State of California may order E.F. Johnson equipment, software or services provided it is then available at any time during the Term. It is agreed and acknowledged that E.F. Johnson shall offer Customer pricing on Subscriber Equipment provided in Exhibit B for a period of two (2) years from the Effective Date of this Agreement. Any orders for additional equipment, software or services may be placed with E.F. Johnson directly or through E.F. Johnson's then current authorized dealers, and an updated list of such dealers shall be provided to the Customer from time to time. Orders for additional E.F. Johnson equipment contained in E.F. Johnson's then current price book shall be offered at pricing that is 20% off list price, validated by commercial price lists; however, E.F. Johnson may provide additional promotional offers including, but not limited to, pricing promotions under this Section 3.3. Each order must refer to this Agreement and must specify the pricing and delivery terms which are subject to the acceptance of E.F. Johnson. The applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to equipment, and payment terms) will govern the purchase and sale of the additional equipment, software or services. Title and risk of loss to additional equipment will pass at shipment except title to software will not pass at any time. E.F. Johnson will send purchasing agencies an invoice as the additional equipment is shipped, software is licensed or service is performed, and payment is due thirty (30) days from invoice date.

3.4 E.F. JOHNSON SOFTWARE. Any E.F. Johnson Software, including subsequent releases, is licensed to the City solely in accordance with the Software License Agreement. The City hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.5 NON-E.F. JOHNSON SOFTWARE. Any Non-E.F. Johnson Software is licensed to the City in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to E.F. Johnson the right to sublicense the Non-E.F. Johnson Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. E.F. Johnson makes no representations or warranties of any kind regarding Non-E.F. Johnson Software.

3.6 SUBSTITUTIONS. At no additional cost to the City, E.F. Johnson reserves the right to substitute any Equipment, Software, or services to be provided by E.F. Johnson, but only if the substitute meets the specifications and is of equivalent or better quality and value than the original Equipment. Any such substitution will be reflected in a Change Order.

Section 4 PAYMENT OF AGREEMENT PRICE

4.1 **AGREEMENT PRICE.** The aggregate purchase price to be paid by City to E.F. Johnson for the System Infrastructure, Subscriber Equipment and Extended Warranty and Maintenance is Six Million, Twenty-Two Thousand, Eight Hundred Thirteen and 21/100 USD (\$6,022,813.21) and shall consist of three (3) components as follows:

1. Two Million, Eight Hundred Eighteen Thousand, Six Hundred Eighty-Seven and 79/100 USD (\$2,818,687.79) for the System Infrastructure to be paid by City in accordance with Section 4.2 of the Agreement; and
2. Two Million, Two Hundred Sixteen Thousand, Two and 06/100 USD (\$2,216,002.06) for the Subscriber Equipment to be paid by City in accordance with Section 4.3 of the Agreement.
3. Nine Hundred Eighty-Eight Thousand, One Hundred Twenty-Three and 36/100 USD (\$988,123.36) for the Extended Warranty and Maintenance to be paid by City in accordance with Section 4.4 of the Agreement.

4.2 **PAYMENT SCHEDULE FOR SYSTEM INFRASTRUCTURE.** The Agreement Price for the System Infrastructure shall be earned and invoiced in the earlier of the following installments or the date for such milestone provided in the then current Implementation Schedule:

1. Fifteen percent (15%), Four Hundred Twenty-Two Thousand, Eight Hundred Three and 16/100 USD (\$422,803.16), upon execution of the Agreement.
2. Twenty-five percent (25%), Seven Hundred Four Thousand, Six Hundred Seventy-One and 95/100 USD (\$704,671.95), upon Critical Design Review.
3. Twenty percent (20%), Five Hundred Sixty-Three Thousand, Seven Hundred Thirty-Seven and 56/100 USD (\$563,737.56), upon Factory Acceptance.
4. Twenty percent (20%), Five Hundred Sixty-Three Thousand, Seven Hundred Thirty-Seven and 56/100 USD (\$563,737.56), upon Coverage Acceptance as provided in Exhibit F-1.
5. Twenty percent (20%), Five Hundred Sixty-Three Thousand, Seven Hundred Thirty-Seven and 56/100 USD (\$563,737.56), upon Final Acceptance or July 15, 2018, whichever occurs last.

4.3 **PAYMENT SCHEDULE FOR SUBSCRIBER EQUIPMENT.** The Agreement Price for the Subscriber Equipment shall be earned and invoiced in the following installments:

1. Twenty-five percent (25%), Five Hundred Fifty-Four Thousand and 52/100 USD (\$554,000.52), upon execution of the Agreement.
2. Seventy-five percent (75%), One Million, Six Hundred Sixty-Two Thousand, One and 54/100 USD (\$1,662,001.54), upon shipment of Subscriber Equipment to the City to occur prior to June 30, 2017.

4.4 **PAYMENT SCHEDULE FOR EXTENDED WARRANTY AND MAINTENANCE.** The Agreement Price for Extended Warranty and Maintenance shall be earned and invoiced annually at the beginning of each applicable year, and payment shall be made in accordance with Sections 4.5 and 4.6 of the Agreement.

4.5 PAYMENT TERMS. E.F. Johnson shall issue the City invoices in connection with each of the foregoing installments, and the City shall pay such invoices in full, without set off, holdback, deduction or delay, within thirty (30) days of the date of each such invoice.

4.6 OVERDUE INVOICES. Overdue invoices will bear simple interest at the rate of eighteen percent (18%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

4.7 FREIGHT, TITLE, AND RISK OF LOSS. All freight charges will be pre-paid by E.F. Johnson and added to the invoices. Title to the Equipment will pass to the City upon payment, except that title to Software will not pass to the City at any time. Risk of loss will pass to the City upon shipment of the Equipment to the City. E.F. Johnson will pack and ship all Equipment in accordance with good commercial practices.

4.8 BOND. Within fourteen (14) days of the Effective Date, E.F. Johnson shall furnish to the City a Labor and Materials Payment Bond as provided in Exhibit C. The Labor and Materials Payment Bond shall be in the amount of Two Hundred Thirty-Six Thousand, Seven Hundred Fifty and NO/100 USD (\$236,750.00) which represents the cost of System Infrastructure installation. The City shall release such Labor and Materials Payment Bond at the completion of System Infrastructure installation.

Section 5 PROJECT IMPLEMENTATION

5.1 PROJECT MANAGERS. E.F. Johnson shall appoint a Project Manager (“E.F. Johnson Project Manager”) who will work directly with the City Project Manager and be the principal point of contact. E.F. Johnson shall notify the City’s Project Manager in writing, when there is a new E.F. Johnson Project Manager assigned to the Work. The E.F. Johnson Project Manager’s information is:

E.F. Johnson Project Manager:	Mark Davis
Address:	1440 Corporate Drive, Irving, Texas 75038
Phone: 972-819-2348	Email: mdavis@efji.com

City shall appoint a Project Manager (“City Project Manager”) who will work directly with the E.F. Johnson Project Manager and be the principal point of contact for the Work. City shall notify E.F. Johnson’s Project Manager in writing when there is a new Project Manager assigned to the Work. The City Project Manager’s information is:

City Project Manager:	Karl Grover
Address:	316 Vernon Street, Suite 300, Roseville, CA 95678
Phone: 916-774-5145	Email: kgrover@roseville.ca.us

5.2 IMPLEMENTATION SCHEDULE. The City and E.F. Johnson agree to perform their respective responsibilities in accordance with the schedule for the Work (“Implementation

Schedule”) to be preliminarily provided by the E.F. Johnson Project Manager and finalized at Critical Design Review, subject to any agreed-upon Change Order. The Implementation Schedule shall set forth milestones beginning from the Effective Date. By executing this Agreement, the City authorizes E.F. Johnson to proceed with the performance of the Work. No notice to proceed, purchase order, authorization or resolution, or other action is required for the performance of this Agreement to begin.

5.3

Section 6 PROJECT MILESTONES

6.1 CRITICAL DESIGN REVIEW. Within thirty (30) days after execution of the Agreement, or as mutually-agreed upon by the parties, a Critical Design Review will be held with the respective Project Managers. At Critical Design Review, the parties will finalize the completed detailed design of the System and will complete the Technical and Implementation Documents comprising Exhibit F of the Agreement. At the completion of Critical Design Review, Equipment orders shall be placed and building and staging of the System Infrastructure begins. Any changes to the System after Critical Design Review will be processed by Change Order in accordance with Section 7.

6.2 FACTORY ACCEPTANCE. E.F. Johnson shall propose a Factory Acceptance test plan which shall be mutually-agreed upon by the parties. Factory Acceptance will occur at E.F. Johnson’s site located in Irving, Texas. This Factory Acceptance test process will ensure the equipment is fully functional, the City representative(s) have knowledge of the System’s operational components assuming the City attends the Factory Acceptance at its option, and the System is compliant with mutually agreed-upon requirements prior to leaving the E.F. Johnson staging facility. Upon successful completion of the Factory Acceptance, the Equipment and applicable Software will be shipped to the City staging site.

6.3 FINAL ACCEPTANCE. Final Acceptance occurs after Factory Acceptance, receipt by City and installation of the Equipment and Software by E.F. Johnson, and completion of the deliverables as provided in the Delivery and Implementation Schedule in Tab E of Exhibit F-1. E.F. Johnson will work with the City to develop a Final Acceptance plan for acceptance of the System. Upon acceptance by the City of the System, the City shall have Beneficial Use which then commences the City’s responsibility for the use and operation of the System. The City agrees and acknowledges that testing procedures may be impeded if the City begins using the System before Final Acceptance; therefore, the City should not commence Beneficial Use before Final Acceptance. When Final Acceptance occurs, the parties will memorialize this event by promptly executing the Final Acceptance Certificate attached hereto as Exhibit H.

Section 7 CHANGE ORDER PROCESS

7.1 CHANGE ORDERS. Either party may request changes to the Work after the Effective Date within the general scope of this Agreement by written Change Order request. If a requested change causes an increase or decrease in the cost or time required to complete the System, the City and E.F. Johnson shall make a good faith effort to agree to an equitable adjustment of the Agreement Price, Implementation Schedule, or both, and will reflect such adjustment in a Change Order.

7.2 WITHDRAWAL OF CHANGE ORDER REQUEST. If agreement on an equitable adjustment of the Agreement Price, Implementation Schedule, or both, cannot be reached, the requesting party shall advise the other in writing of its desire to withdraw the Change Order request. The Change Order request shall then have no effect.

7.3 EXECUTION OF CHANGE ORDER REQUEST. If the requesting party advises that it desires to execute a Change Order consistent with the request and equitable adjustment agreed-upon by the parties, then the parties shall promptly execute a Change Order. Neither party is obligated to perform requested changes unless an authorized signatory from both parties executes a written Change Order.

Section 8 SITES AND SITE CONDITIONS

8.1 ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, the City will provide (i) a designated Project Manager; (ii) all necessary construction and building permits, zoning variances, licenses, and the like; and (iii) access to the work sites as reasonably requested by E.F. Johnson so that it may perform its duties in accordance with the Statement of Work.

8.2 SITE CONDITIONS. The City will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work specifically states to the contrary, the City will ensure that these work sites will have (i) adequate physical space for the installation, use and maintenance of the System; (ii) adequate air conditioning and other environmental conditions; (iii) adequate electrical power outlets, distribution and equipment for the installation, use and maintenance of the System; and (iv) adequate telephone or other communication lines for the installation, use and maintenance of the System, including modem access, and adequate interfacing networking capabilities. Before installing the Equipment at a work site, E.F. Johnson will inspect the work site and advise the City of any apparent deficiency or non-conformity with the requirements of this Section.

8.3 SITE ISSUES. If E.F. Johnson or the City determines during the course of performance of this Agreement that the site identified in the exhibits is no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated on the specifications as necessary, E.F. Johnson and the City will promptly investigate the conditions and will select a replacement site or adjust the installation plans and specifications as necessary. If such change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the parties will equitably amend the Agreement Price, by a written Change Order.

8.4 INTERFERENCE. E.F. Johnson shall design the System to provide adequate interference protection to prevent disruptive interference caused to other radio system; however, it is recognized that E.F. Johnson may not have control over the generation of interference by other systems. If an external source(s) of interference exists, E.F. Johnson shall, to the extent technically possible, assist the City with identification of the condition, component or equipment generating interference at an additional expense to the City not exceeding then current industry standard fees and out-of-pocket

expenses. Interference is defined herein to mean a situation that results, on a demonstrable basis, in material performance degradation to the System.

Section 9 TRAINING

E.F. Johnson shall provide a written training plan to the City. The E.F. Johnson Project Manager, or his designee, shall serve as the point of contact for the coordination of such training. The City shall notify E.F. Johnson immediately if a date change for a scheduled training program is required. If E.F. Johnson incurs additional costs because the City reschedules a training program less than thirty (30) days before its scheduled start date, E.F. Johnson is entitled to recover these additional costs.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1 **SYSTEM FUNCTIONALITY.** E.F. Johnson represents that the System will perform consistently with the System design and functionality specifications contained in the Statement of Work in all material respects. Upon Final Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. E.F. Johnson is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by E.F. Johnson which is attached to or used in connection with the System or for reasons beyond E.F. Johnson's control, such as (i) an earthquake, adverse atmospheric conditions, or other natural causes; (ii) the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; (iii) the addition of frequencies at System sites that cause RF interference or intermodulation; (iv) the City changes to load usage or configuration outside the specifications; or (v) any acts of parties who are beyond E.F. Johnson's control.

10.2 **EQUIPMENT WARRANTY.** Subject to the terms herein, the System Infrastructure and Subscriber Equipment shall be covered by the System Warranty Statement set forth in Exhibit E of this Agreement attached hereto.

10.3 **SOFTWARE WARRANTY.** Subject to the terms herein, E.F. Johnson Software shall be licensed in accordance with the Software License Agreement set forth in Exhibit D of this Agreement attached hereto.

10.4 **EXCLUSIONS TO SYSTEM AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from use of the Equipment or E.F. Johnson Software in other than its normal, customary, and authorized manner; (ii) defects or damage occurring from misuse, accident, liquids, neglect, or acts of God; (iii) defects or damage occurring from testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by E.F. Johnson; (iv) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (v) defects or damage caused by the City's failure to comply with all applicable industry and OSHA standards; (vi) Equipment that has had the serial number removed or made illegible; (vii) batteries (because they carry their own separate limited warranty); (viii) freight costs to ship Equipment to the repair depot; (ix) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (x) normal or customary wear and tear.

10.5 **WARRANTY CLAIMS.** Before the expiration of the warranty period, the City must notify E.F. Johnson in writing if Equipment or E.F. Johnson Software does not conform to these warranties. Upon receipt of such notice, E.F. Johnson will investigate the warranty claim. If this investigation confirms a valid warranty claim, E.F. Johnson will (at its option and at no additional charge to the City) repair the defective Equipment or E.F. Johnson Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or E.F. Johnson Software. Such action will be the full extent of E.F. Johnson's liability hereunder. If this investigation indicates the warranty claim is not valid, then E.F. Johnson may invoice the City for responding to the claim on a time and materials basis using E.F. Johnson's current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of E.F. Johnson.

10.6 **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by E.F. Johnson to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.7 **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE SYSTEM AND SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. E.F. JOHNSON DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. IN NO EVENT SHALL E.F. JOHNSON BE LIABLE TO CITY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES OF ANY KIND, NATURE OR CHARACTER, WHETHER FOR DEFECTIVE OR NONCONFORMING EQUIPMENT, FOR BREACH OR REPUDIATION OF ANY TERM OR CONDITION HEREOF, FOR NEGLIGENCE OR ON THE BASIS OF STRICT LIABILITY OR OTHERWISE.

Section 11 DELAYS

11.1 **EXCUSABLE DELAYS.** Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, supplier shortages or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a Change Order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

11.2 **PERFORMANCE SCHEDULE DELAYS.** Successful performance under this Agreement will require cooperation between the parties. Because it is impractical to provide for every contingency which may arise during the course of performance of this Agreement, the parties agree to notify the other if they become aware that any condition will significantly delay performance. The parties hereby agree to negotiate in good faith reasonable extensions of the Implementation Schedule or performance under this Agreement caused by such contingencies. If the City delays

E.F. Johnson's performance of its responsibilities, E.F. Johnson's performance will be automatically extended without penalty, and any additional terms regarding the delay shall be subject to reasonable negotiation between the parties.

Section 12 DISPUTES

12.1 SETTLEMENT PREFERRED. E.F. Johnson and the City will attempt to settle any claim or controversy arising from this Agreement (except for a claim relating to intellectual property) through consultation and negotiation in good faith and a spirit of mutual cooperation. The respective project managers will confer and attempt to settle a dispute. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by E.F. Johnson and the City within thirty (30) days after notice by one of the parties demanding non-binding mediation. E.F. Johnson and the City will not unreasonably withhold consent to the selection of a mediator, and they will share the cost of the mediation equally. The parties may postpone mediation until they have completed some specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding alternative dispute resolution ("ADR"), including arbitration.

12.2 LITIGATION. Any claim relating to intellectual property and any dispute that cannot be resolved between the parties through negotiation within two (2) months after the date of the initial demand as described above in Section 12.1 shall then be submitted by either party to a court of competent jurisdiction in the state in which the System is installed. Unless otherwise provided in this Agreement, the parties shall continue to perform according to the terms and conditions of the Agreement during the pendency of any litigation or other dispute resolution proceeding.

Section 13 DEFAULT AND TERMINATION

13.1 DEFAULT. If a party fails to perform a material obligation under this Agreement, the other party may consider that party to be in default, unless such failure has been based on an Excusable Delay. The non-defaulting party shall give the defaulting party written notice of such default, and specify in writing a reasonable amount of time that is in no event less than thirty (30) days during which the defaulting party has to cure such default or provide a cure plan. The amount of time to cure specified shall take into consideration the gravity and nature of the default.

13.2 FAILURE TO CURE. If a defaulting party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of such termination, the defaulting party will promptly return to the non-defaulting party any of its Confidential Information (as defined in Section 16.1). If the City is the non-defaulting party, terminates this Agreement as permitted by this Section, and completes the System through a third party, the City may as its exclusive remedy recover from E.F. Johnson reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement. The City agrees to use its best efforts to mitigate such costs and to provide E.F. Johnson with detailed invoices substantiating the charges.

Section 14 INDEMNIFICATION

14.1 GENERAL INDEMNITY BY E.F. JOHNSON. E.F. Johnson hereby agrees to release, indemnify, defend and hold harmless the City, its officials, agents, servants and employees from and against all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever brought for or on account of persons or property, including actual and reasonable attorney's fees (collectively "Claims"), which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the negligent act, willful misconduct, error or omission of E.F. Johnson, its officers, officials, employees, agents or assigns. E.F. Johnson shall only be obligated to indemnify pursuant to this Section 14.1 on a pro rata basis if a portion of the Claim is based on the negligent act, willful misconduct, error or omission by a party other than E.F. Johnson.

14.2 GENERAL INDEMNITY BY THE CITY. The City hereby agrees to release, indemnify, defend and hold harmless E.F. Johnson, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever brought for or on account of persons or property, including actual and reasonable attorney's fees (collectively "Claims"), which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the negligent act, willful misconduct, error or omission of the City, its officers, officials, employees, agents or assigns. The City shall only be obligated to indemnify pursuant to this Section 14.2 on a pro rata basis if a portion of the Claim is based on the negligent act, willful misconduct, error or omission by a party other than the City.

14.3 PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1 E.F. Johnson will defend at its expense any suit brought against the City to the extent that it is based on an Infringement Claim, and E.F. Johnson will indemnify the City for those costs and damages finally awarded against the City for an Infringement Claim. E.F. Johnson's duties to defend and indemnify are conditioned upon: (i) the City promptly notifying E.F. Johnson in writing of such Infringement Claim; (ii) E.F. Johnson having sole control of the defense of such suit and all negotiations for its settlement or compromise; (iii) the City providing to E.F. Johnson cooperation and, if requested by E.F. Johnson, reasonable assistance in the defense of the Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in E.F. Johnson's opinion is likely to occur, E.F. Johnson may at its option and expense procure for the City the right to continue using the Equipment or E.F. Johnson Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant the City a credit for such Equipment or E.F. Johnson Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Software.

14.3.3 E.F. Johnson will have no duty to defend or indemnify for any Infringement Claim that is based upon (i) the combination of the Equipment or E.F. Johnson Software with any software,

apparatus or device not furnished by E.F. Johnson; (ii) the use of ancillary equipment or software not furnished by E.F. Johnson and that is attached to or used in connection with the Equipment or E.F. Johnson Software; (iii) any Equipment that is not E.F. Johnson's design or formula; (iv) a modification of the E.F. Johnson Software by a party other than E.F. Johnson; or (v) the failure by the City to install an enhancement release to the E.F. Johnson Software that is intended to correct the claimed infringement. The foregoing states the entire liability of E.F. Johnson with respect to infringement of patents and copyrights by the Equipment and E.F. Johnson Software or any parts thereof.

Section 15 LIMITATION OF LIABILITY

Although the parties acknowledge the possibility of such losses or damages, neither party (nor any of its officers, directors, employees, shareholders, agents and representatives) will be liable to the other party for special, incidental, indirect, or consequential damages in any way related to or arising from the Agreement or the performance of services by contractor pursuant to the Agreement.

In no event shall contractor have any liability (whether in contract, tort (including negligence)), indemnification or otherwise for any damages for lost profits, lost savings, loss of use, business interruption, lost or damaged files or data, or otherwise for any special, incidental or consequential damages in connection with this transaction even if contractor has been advised of the possibility of such damages. Either party's liability for damages, from any cause whatsoever, and regardless of the form of action, will be limited to the actual damages proven, in no event to exceed the aggregate purchase price of the products or services forming the basis of the complaint. Notwithstanding anything herein to the contrary, neither contractor nor any of their respective officers, directors, employees, or agents shall be liable for losses constituting treble, exemplary, or punitive damages.

This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than four (4) years after the accrual of such cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1 During the term of this Agreement, the parties may provide the other with Confidential Information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provisions of this Agreement, confidential information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure;

(iv) is independently developed by the receiving party without breach of this Agreement; or (v) is explicitly approved for release by written authorization of the disclosing party.

16.1.2 Subject to the California Public Records Act (the “Act”), concerning the Confidential Information provided to it by the other party, each party will: (i) maintain the confidentiality of such Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by law; (ii) restrict disclosure of Confidential Information to its employees who have a “need to know” and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Agreement. Notwithstanding the foregoing, the City agrees to provide reasonable notice to E.F. Johnson of a request made under the Act and to provide E.F. Johnson with an opportunity to identify information and/or documents which it believes is exempt from disclosure under the Act. The City retains sole discretion in determining which information and/or documents it is required to disclose in response to a request made under the Act. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

16.2 PRESERVATION OF E.F. JOHNSON’S PROPRIETARY RIGHTS.

16.2.1 E.F. Johnson owns and retains all of its Proprietary Rights (as defined in Section 2) in the Equipment and Software. The third party manufacturer of any Equipment and the copyright owner of any Non-E.F. Johnson Software own and retain all of their Proprietary Rights in the Equipment and Software. Nothing in this Agreement is intended to restrict the Proprietary Rights of E.F. Johnson, any copyright owner of Non-E.F. Johnson Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by E.F. Johnson in connection with providing to the City the Equipment, Software, or related services remain vested exclusively in E.F. Johnson, and this Agreement does not grant to the City any shared development rights of intellectual property. This Agreement does not involve any Software that is a “work made for hire.”

16.2.2 Except as explicitly provided in the Software License Agreement, nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in E.F. Johnson’s Proprietary Rights. Concerning both the E.F. Johnson Software and the Non-E.F. Johnson Software, the City agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so.

Section 17 GENERAL

17.1 **ASSIGNABILITY.** No right or duty in whole or in part of either party may be assigned or delegated without the prior written consent of the other party, which consent shall not be unreasonably or untimely held. Notwithstanding anything herein to the contrary, either party may assign this Agreement, in whole or in part, without the other party's consent, to any affiliate or any purchaser of a substantial portion of that party's affiliate, business or facility(s) as to which the products or services provided to the City shall relate.

17.2 **SUBCONTRACTING.** E.F. Johnson may subcontract any portion of the work, but such subcontracting will not relieve E.F. Johnson of its duties under this Agreement.

17.3 **WAIVER.** Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (i) a future or continuing waiver of that same right or power, or (ii) the waiver of any other right or power.

17.4 **SEVERABILITY.** If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

17.5 **INDEPENDENT CONTRACTORS.** Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be an employee or agent of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6 **HEADINGS AND SECTION REFERENCES; CONSTRUCTION.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

17.7 **APPLICABLE LAW.** The laws of the State of California shall govern this Agreement and any and all litigation related to this Agreement. In the event of litigation related to this Agreement, the exclusive forum shall be the State of California and the exclusive venue for such litigation shall be Placer County, California.

17.8 **ENTIRE CONTRACT.** This Agreement, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered, amended, or modified only by a written instrument signed by authorized

representatives of both parties. The preprinted terms and conditions found on any City purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs such document.

17.9 NOTICES. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and shall be effective upon receipt:

E.F. Johnson Company
Attn: Vice President, Service Solutions
1440 Corporate Drive
Irving, TX 75038
fax: 972-819-0639

City
Attn: Karl Grover, Project Manager
316 Vernon Street, Suite 300
Roseville, CA 95678
p: 916-774-5145
email: kgrover@roseville.ca.us

With a copy of legal notices to:
Attn: General Counsel
fax: 972-819-0639

17.10 COMPLIANCE WITH APPLICABLE LAWS. Each party will comply with all applicable federal, state, and local statutes, laws, rules, regulations and ordinances concerning the performance of this Agreement or use of the System. E.F. Johnson will be responsible for the procurement and maintenance of all necessary licenses and permits relating to the Work. However, the City will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although E.F. Johnson might assist the City in the preparation of its FCC license applications, neither E.F. Johnson nor any of its employees is an agent or representative of the City in FCC or other matters.

17.11 AUTHORITY TO EXECUTE AGREEMENT. Each party represents to the other that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; (ii) the person executing this Agreement on its behalf has the authority to do so; (iii) upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and (iv) the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the party.

17.12 SURVIVAL OF TERMS. The following provisions shall survive the expiration or termination of this Agreement for any reason: Sections 3.4 and 3.5 (concerning Software licensing); Section 12 (Disputes); Section 15 (Limitation of Liability); Section 16.1 (Confidential Information); Section 16.2 (Preservation of E.F. Johnson's Proprietary Rights); Exhibit D and Exhibit E.

The parties hereby enter into this Agreement as of the Effective Date.

**E.F. Johnson Company,
a Minnesota corporation**

By: 

Name: John Suzuki

Title: President and CEO

By: 

Name: Duane Anderson

Title: Senior Vice President and CFO

**CITY OF ROSEVILLE, a
municipal corporation**

BY: _____

ROB JENSEN
City Manager

ATTEST:

BY: _____

SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
HONG SAE
Chief Information Officer

Exhibit A

City of Roseville Terms and Conditions

Exhibit B

City of Roseville Pricing Contract dated May 12, 2017

Exhibit C

Public Works Labor and Materials Payment Bond

Exhibit D

E.F. Johnson Software License Agreement

WARNING: If you elect to use the Equipment, you agree to be bound by this Software License Agreement.

1. Limited License. If Licensee elects to use the Equipment, Licensee agrees to be bound by the terms and conditions set forth in this Software License Agreement. For any software provided with, or contained or embedded in, the equipment manufactured by E.F. Johnson (the "Equipment") and sold the user of such Equipment that this Software License Agreement accompanied (the "Licensee") pursuant to an agreement between E.F. Johnson and Licensee regarding the purchase of the Equipment by the Licensee (the "Sales Agreement") and any additional E.F. Johnson manufactured equipment which Licensee may purchase from E.F. Johnson from time to time hereinafter for use with the Equipment (collectively, the "Software"), E.F. Johnson hereby grants to Licensee a personal, non-exclusive, non-transferable, non-assignable (by operation of law or otherwise), terminable license to use the Software on the terms and subject to the conditions contained herein with the exception of software developed by a manufacturer other than E.F. Johnson ("third-party software manufacturer") pursuant to a third-party license agreement. Such third-party software manufacturer may be a beneficiary of this Software License Agreement if required under such third-party license agreement. Licensee shall not have the right to sublicense, rent, lease, copy, modify, reverse engineer, disassemble, decompile or otherwise transfer the Software, except as provided herein. The license granted herein authorizes Licensee to use the Software for its own internal purposes and only in connection with the use of the Equipment. Licensee agrees not to use the Software for any other purpose or install the Software on any replacement or additional computer or equipment. E.F. Johnson prohibits (a) the use of the programs for rental, timesharing, subscription service, hosting or outsourcing; (b) the removal or modification of any program markings or any notice of proprietary rights; (c) the Licensee from making the programs available in any manner to any third party for use in any third party's business operations. Licensee shall not exercise any rights with respect to the Software that are not expressly granted herein.

2. Maintenance; New Releases; Copies. Provided Licensee is current in its payment of software maintenance fees, Licensee shall be entitled to receive any error or bug fixes provided by E.F. Johnson as part of the software maintenance. Maintenance shall be provided in accordance with the E.F. Johnson maintenance policy. E.F. Johnson may, but has no obligation to do so, offer for an additional license fee new features or enhancements to the Software. Licensee shall not copy, print, disassemble, modify, distribute, translate, reverse engineer or reproduce all or any portion of the Software or related documentation; provided that Licensee shall be entitled to make two (2) copies for back-up purposes only and not production use of the portions of the Software provided to Licensee.

3. Proprietary Rights. Licensee acknowledges that (a) the Software, including each program or system of which it is a part, and all supporting documentation and materials therefore, are the exclusive property of E.F. Johnson and/or any third-party software manufacturer as applicable, and (b) title to and all rights to the Software, including copyright, patent, intellectual property rights, trade secret and other rights in the Software, shall remain with E.F. Johnson and/or any third-party software manufacturer as applicable. Licensee shall not copy, reproduce, disclose or divulge the Software to any person, except to the extent reasonably required for purposes consistent with this license to an officer, employee, independent accountant, attorney or other similar agent of Licensee, and then only if Licensee uses the same degree of care, but no less than a reasonable degree of care, that Licensee uses to protect the confidentiality and title thereto of its own confidential or proprietary information of a like nature. Licensee shall not publish any results of benchmark tests run on the programs. Licensee acknowledges E.F. Johnson's right to seek equitable relief, including an injunction in the event of any breach or threatened breach by Licensee of this license. Notwithstanding the foregoing, Licensee shall have the right to disclose the Software to the extent required by a governmental agency or court with appropriate jurisdiction, provided that Licensee notifies E.F. Johnson in writing of the need to so disclose in advance of such disclosure. Licensee agrees that if any use of the Software comes to Licensee's attention which, in its opinion is unauthorized, Licensee shall promptly notify E.F. Johnson of such unauthorized use. Licensee, however, shall be under no affirmative obligation to make investigations to determine if an unauthorized use has occurred. In addition to the system key and encryption keys (and any programming materials or documents foregoing, Licensee acknowledges and agrees that, in order to protect the privacy of its radio system, it shall treat its encryption key and/or Multi-

Net containing such keys) as highly confidential information and not disclose such keys to any third party unless such third party is subject to obligations of confidentiality in favor of Licensee.

4. Warranty of Title. E.F. Johnson warrants that it has good title to the Software or the right to license the same hereunder and that, to the best of E.F. Johnson's knowledge, the Software does not infringe upon any valid U.S. patent issued prior to the date of the Sales Agreement. Subject to the terms of this license, E.F. Johnson will defend, at its expense, any action brought against Licensee to the extent it is based on a claim that the Software, used within the scope of this license, infringes upon any such U.S. patent, but only if (a) Licensee promptly notifies E.F. Johnson in writing of any such claim or proceeding, (b) Licensee permits E.F. Johnson to fully control the defense of such action, (c) Licensee fully cooperates with E.F. Johnson in connection with such defense, (d) Licensee does not compromise or settle any claim without the prior written consent of E.F. Johnson and (e) the infringement does not relate to any (i) modifications to the Software made other than by E.F. Johnson, (ii) modifications made to Licensee's specifications or (iii) use of the Software in combination with any equipment or products not manufactured by E.F. Johnson. E.F. Johnson shall have no other or further obligation or liability with respect to any claim of infringement or for breach of its warranty of title. If any part of the Software becomes, or if E.F. Johnson considers any of the Software likely to become, subject to a claim of infringement, E.F. Johnson may in its sole discretion (a) procure for Licensee the right to continue using such Software, (b) replace or modify the Software to make it non-infringing, refund the paid purchase price of the Equipment upon return of the Equipment upon return of the Equipment in undamaged condition, or (c) take such other action as is necessary and feasible to maintain Licensee's use of the Software.

5. Limited Operational Warranty. E.F. Johnson warrants that, for a period of twelve (12) months from the initial shipment of the Equipment, the Software will conform, as to the substantial operational features, to E.F. Johnson's applicable user's guide for the Software. E.F. Johnson does not warrant that the Software will meet Licensee's particular applications or requirements or that operation of the Software will be uninterrupted or error free or that each and every defect will be corrected. E.F. Johnson's sole obligation under this warranty shall be to make such adjustments or corrections which are necessary to render the Software workable in accordance with the applicable user's guide. This warranty shall not apply if (i) the Equipment or Software are used other than in accordance with the applicable user's guide; (ii) the Software is changed, modified, or maintained other than by E.F. Johnson or becomes defective as a result of Licensee's hardware or systems software conversion or malfunction; or (iii) the Equipment or Software are used or integrated with additional products or equipment which are not compatible with the operating specifications or characteristics of the Equipment or the Software. The investigation and/or adjustments or corrections of defects resulting from such causes shall be at Licensee's expense at E.F. Johnson's standard rate then in effect. E.F. Johnson shall not be responsible for any maintenance support or field service of any Software.

6. Term and Termination. This license shall become effective as of the date of the initial shipment of the Equipment and shall remain effective thereafter so long as Licensee owns and operates the Equipment in accordance with the terms of this Software License Agreement; provided that, this license and all Licensee's rights under this license shall be deemed to automatically terminate upon the cancellation, breach or termination of the Sales Agreement. Immediately upon such termination, Licensee shall cease use of the Software and either return to E.F. Johnson or destroy the original and all copies of the Software and, if requested by E.F. Johnson, certify in writing that the Software has been so destroyed.

7. Export. Licensee will fully comply with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

8. Audit. Licensee grants E.F. Johnson the right to audit the use of the programs, and may require the Licensee to provide reasonable assistance and access to information in the course of such audit and allows E.F. Johnson to report the audit results to third-party software manufacturers of the Software if applicable.

THE FOREGOING LIMITED OPERATIONAL WARRANTY, OTHER THAN THE WARRANTY SET FORTH IN SECTION 4 ABOVE, IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY LIABILITY OF E.F. JOHNSON OR ANY THIRD-PARTY SOFTWARE MANUFACTURER

RELATED TO THE SOFTWARE FOR ANY CAUSE WHATSOEVER AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE DIRECT AND ACTUAL DAMAGES INCURRED BY LICENSEE, TO THE EXTENT RECOVERABLE BY LAW AND, IN NO EVENT, SHALL SUCH DAMAGES EXCEED THE PORTION OF THE PURCHASE PRICE OF THE EQUIPMENT WHICH IS ALLOCATED TO THE SOFTWARE ACCORDING TO E.F. JOHNSON'S PRICING POLICIES. UNDER NO CIRCUMSTANCES SHALL E.F. JOHNSON OR ANY THIRD-PARTY SOFTWARE MANUFACTURER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL OR DAMAGES OF ANY KIND, EVEN IN THE EVENT THAT E.F. JOHNSON IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER E.F. JOHNSON NOR ANY THIRD-PARTY SOFTWARE MANUFACTURER SHALL BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE, ARISING FROM THE USE OF THE PROGRAMS. THIS SOFTWARE LICENSE EXCLUDES THE APPLICATION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT.

E.F. JOHNSON COMPANY, 1440 Corporate Drive, Irving, Texas 75038

Exhibit E

E.F. Johnson System Warranty Statement

SYSTEM WARRANTY STATEMENT

E.F. Johnson shall provide a product and software manufacturer's commercial standard warranty for System Infrastructure and Subscriber Equipment manufactured by E.F. Johnson or E.F. Johnson's third-party vendors ("Products") and software implemented onto the Products ("Software") provided by E.F. Johnson. E.F. Johnson warrants that the Products and Software are free from defects in material and workmanship and will conform to E.F. Johnson's published operational and technical specifications as of the Effective Date (the "Warranty"). "Warranty" includes all necessary parts, labor, transportation, shipping to the City with the services provided below to maintain the supplied network in order to meet original factory specifications. The Warranty program start date on System Infrastructure is the earlier of: (i) Final Acceptance; or (ii) Beneficial Use by the City, which means use for operational purposes and extends for a seventy-two month period. The Warranty program start date on Subscriber Equipment is upon shipment of the Subscriber Equipment to the City and extends for a twelve (12) month period from shipment. Also, E.F. Johnson shall offer an additional warranty period on Subscriber Equipment commencing on the earlier of: (i) Final Acceptance; or (ii) Beneficial Use by the City, which means use for operational purposes and extends for a thirty-six (36) month period. The Warranty for System Infrastructure and for Subscriber Equipment are collectively referred to as "Warranty Period". E.F. Johnson radios provided in Exhibit F-1 shall be available for five (5) years from the Effective Date and will be supported with parts for at least seven (7) from the applicable last date of manufacture.

WARRANTY SERVICES

Hardware Coverage: If any Product fails to meet the Warranty during the Warranty Period and is returned to the location designated by E.F. Johnson, E.F. Johnson will either repair or replace the defective Product, directly through our corporate repair facilities or through our local authorized service agent ("Local Support Office"). Any repaired or replaced Products shall be warranted for the remainder of the original Warranty Period or for thirty (30) calendar days from the City's receipt of the repaired or replaced product, whichever is longer. The City is responsible for obtaining a return materials authorization ("RMA") and for arranging the return of all Products to our corporate repair facilities or to the Local Support Office at no charge to the City. E.F. Johnson will also pay the returned shipping charges if the Product is repaired or replaced under Warranty.

Software Warranty: If any Software fails to meet the Warranty set forth above during the Warranty Period, the City must notify E.F. Johnson in writing before the expiration of the Warranty Period. Whether Software defects occur will be determined solely upon reference to E.F. Johnson's published operational and technical specifications as of the Effective Date, and to any additional technical documentation incorporated into the mutually agreed-upon contractual agreement. E.F. Johnson does not warrant that the use of the Software or Software Products will be uninterrupted or error-free or that the Software or Software Products will meet particular (other than contractually agreed-upon) requirements. Upon receipt of such notice, E.F. Johnson will investigate the Warranty claim. If this investigation confirms a valid Warranty claim, E.F. Johnson will, at its option and at no additional charge to the City, repair the defect, replace the defective Software with the same or equivalent Software, or refund the price of the defective Software or individual Product in which the Software is embedded or for which it is provided. Such action will be the full extent of E.F. Johnson's liability and the City's sole remedy for a breach of this Warranty. If the investigation indicates that the Warranty claim is not valid, then E.F. Johnson may invoice the City for responding to a claim on a time and materials basis using E.F. Johnson's then current labor rates. Any repaired or replaced Software or Software Products shall be warranted for the remainder of the original Warranty Period or for thirty (30) days from the City's receipt of the repaired or replaced Software, whichever is longer.

Software Maintenance: EFJohnson will provide: (i) feature releases for Software packages licensed pursuant to the contractual agreement between EFJohnson and the City; (ii) enhancements to existing Software features; (iii) new features implemented via existing System components and Software for product migration

(may require purchase of new Products). The support will cover Software updates and upgrades to address Software issues during the Warranty but expressly excludes any priced options provided in the proposal, if applicable.

7 day/24 hour ("7/24") Customer Support: During the Warranty Period, E.F. Johnson shall provide the City a 7/24 toll free (in the United States) support line to reach an E.F. Johnson-employed customer support representative who will record the City's issue, open a trouble ticket, issue an RMA and/or provide further details as applicable.

8:00 am – 5:00 CST Technical Support: During the Warranty Period, E.F. Johnson shall provide a technical support line available from 8:00 am – 5:00 CST, Monday-Friday, excluding national US holidays, staffed by an E.F. Johnson-employed factory technologist trained to answer the City's technical questions and to troubleshoot System performance issues. In order to maximize the ability for the technologist to resolve such issues, the City must sign a system access agreement to authorize E.F. Johnson remote secure access to the City's System, including access to the City's System logs. If the System issue is incapable of resolution over the telephone or via remote System access, an E.F. Johnson-employed field support technologist ("Field Technical Representative") will be dispatched to investigate the issue on-site as provided in the maintenance services section below.

THE AFORESAID WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED AND IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. E.F. JOHNSON AND CITY AGREE THAT THE CITY'S EXCLUSIVE REMEDY FOR ANY BREACH OF ANY SAID WARRANTIES IS AS SET FORTH ABOVE. THE CITY AGREES THAT IN NO EVENT SHALL E.F. JOHNSON BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES WHETHER ON THE BASIS OF NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. THE TOTAL LIABILITY OF E.F. JOHNSON ON ANY AND ALL CLAIMS SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE PRODUCTS GIVING RISE TO THE CLAIM. The purpose of the exclusive remedies set forth above shall be to provide the City with repair or replacement of non-complying Products or Software in the manner provided above. These exclusive remedies shall not be deemed to have failed of their essential purpose so long as E.F. Johnson is willing and able to repair or replace non-complying Products or Software in the manner set forth above.

MAINTENANCE SERVICES

7 day/24 hour Technical Support: E.F. Johnson's trained and certified Local Support Office will provide a technical support line available 7/24 to answer the City's technical questions and to troubleshoot System performance issues. If the System issue is incapable of resolution over the telephone, the Local Support Office will dispatch a technologist to investigate the issue on-site as further detailed below.

On-Site Response: E.F. Johnson will provide local on-site support through our Local Support Office through the Warranty Period. The Local Support Office is staffed with competent, experienced personnel who are trained and experienced in standard communications industry practices and will receive specialized training necessary to install, maintain and troubleshoot the City's System. The Local Support Office will have the proper instructions and the necessary common and specialized test and repair equipment for the components to provide support and to have the capability to fully restore the network to proper operating conditions.

A dispatch center at the Local Support Office will dispatch qualified service technicians with the proper instructions and equipment needed to quickly and fully restore the network to proper operating conditions and on-site emergency response for emergency or critical situations to handle Major or Minor Failures (as defined below). Routine issues (non-Major or Minor failures) may be responded to over the telephone in a

timely manner without an on-site visit unless it is determined by the Local Support Office that an on-site visit is required. If such determination is made, the City shall provide on-site support for such issue.

- Emergency Response – Major Failure (traffic affecting): Emergency requests for service are warranted in the event of major System or site failures or other anomalies. These anomalies include when a component of the System Infrastructure (expressly excludes Subscriber Equipment, if applicable) fails in such a way as to reduce the effectiveness, reliability, coverage area or usability of the System. The Local Support Office will acknowledge Major Failures within a mutually agreed-upon time period of notification.
- Emergency Response – Minor Failure (non-traffic affecting): Emergency requests for service are warranted in the event of minor system or site failures or other anomalies. These anomalies include when a component of the System (expressly excludes Subscriber Equipment, if applicable) fails in such a way that produces no harm or degradation of service, such as a fan failure. A Minor Failure may prevent users from properly using the System, its full feature set and/or requires a work around/failsoft mode of operations. The Local Support Office will acknowledge the minor failure within a mutually agreed-upon time period of notification.

THE AFORESAID WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED AND IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. E.F. JOHNSON AND THE CITY AGREE THAT THE CITY'S EXCLUSIVE REMEDY FOR ANY BREACH OF ANY SAID WARRANTIES IS AS SET FORTH ABOVE. THE CITY AGREES THAT IN NO EVENT SHALL E.F. JOHNSON BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES WHETHER ON THE BASIS OF NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. THE TOTAL LIABILITY OF E.F. JOHNSON ON ANY AND ALL CLAIMS SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE PRODUCTS GIVING RISE TO THE CLAIM. The purpose of the exclusive remedies set forth above shall be to provide the City with repair or replacement of non-complying Products or Software in the manner provided above. These exclusive remedies shall not be deemed to have failed of their essential purpose so long as E.F. Johnson is willing and able to repair or replace non-complying Products or Software in the manner set forth above.

Exclusions: Warranty and maintenance coverage for Products and/or Software shall not apply if: (i) the Products or Software are used other than in its normal and customary manner and/or in accordance with the applicable E.F. Johnson's user's guide; (ii) The Product has been subject to misuse, accident, neglect or damage or has been used with other than E.F. Johnson approved accessories and equipment or has been improperly installed; (iii) the Products have been installed and/or maintained by individuals who have not followed E.F. Johnson's then current installation or maintenance procedures and/or are not trained and certified by E.F. Johnson on the Products; (iv) unauthorized alterations or repairs have been made or unapproved parts have been used with the Product; (v) the City failed to notify E.F. Johnson or E.F. Johnson's Local Support Office of the claim during the applicable Warranty Period; (vi) the Software is changed, modified, or maintained other than by E.F. Johnson or becomes defective as a result of the City's hardware or systems software conversion or malfunction not related to E.F. Johnson's performance under the mutually agreed-upon contractual agreement; or (vii) the Products or Software are used or integrated with additional products or equipment which are not compatible with the operating specifications or characteristics of the Products or Software.

Exhibit G

City of Roseville, California Request for Proposals for 800 MHz Radio System Replacement

Exhibit H

FINAL ACCEPTANCE CERTIFICATE

Customer Name: _____

Project Name: _____

This Final Acceptance Certificate memorializes the occurrence of Final Acceptance. E.F. Johnson and the City acknowledge that:

1. The Final Acceptance test plan has been successfully completed.
2. The System is accepted.

City Representative:

E.F. Johnson Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL ACCEPTANCE:

E.F. Johnson has provided and the City has received all deliverables, and E.F. Johnson has performed all other work required for Final Acceptance.

City Representative:

E.F. Johnson Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit F

Technical and Implementation Documents

Exhibit F-1

Proposal to City of Roseville, California dated September 6, 2016

RESOLUTION NO. 17-315

APPROVING A SYSTEM SALES CONTRACT BY AND BETWEEN THE CITY OF
ROSEVILLE AND ZETRON, INC., AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a system sales contract regarding the 800 MHz Radio System replacement,
by and between the City of Roseville and Zetron, Inc., has been reviewed by the City Council;
and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that
said agreement is hereby approved and that the City Manager is authorized to execute it on
behalf of the City of Roseville upon receipt and approval of bonds by the City Attorney's office;
and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of
_____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

September 2, 2016

City of Roseville
Information Technology Department
Attn: Karl Grover
401 Oak Street
Roseville, CA 95678

Re: 800 MHz Radio System Replacement RFP Response

Dear Mr. Grover:

In response to the City of Roseville's Request for Proposal for an 800 MHz Radio System Replacement, Zetron is pleased to offer our AcomNOVUS Advanced Communication Dispatch Console System for the Dispatch Console Subsystem category only. Zetron is a leading supplier of dispatch console systems with more than 36 years of experience designing, manufacturing, and supporting mission-critical communications systems and solutions around the world. The AcomNOVUS is a fully-digital end to end IP solution that represents the best value, next generation console dispatch technology for mission-critical applications. AcomNOVUS's sophisticated digital architecture integrates voice, I/O and data; to provide unmatched flexibility and ease of use when it comes to resource management, all combined on a scalable core.

Running over an industry standard IP network, the AcomNOVUS system can provide interfaces and control to both locally connected, as well as geographically remote resources. Using ultra reliable Commercial-Off-The Shelf (COTS) server technologies, the AcomNOVUS system provides a scalable solution for small to large integrated communication needs. Designed for mission-critical settings, the AcomNOVUS system can be configured for full local and/or geographic redundancy, guaranteeing the highest levels of system availability and reliability.

The City of Roseville will appreciate our capability of interfacing to both new and legacy wireless communications systems is second to none. The AcomNOVUS system is the 'Best in Class' solution for any public safety dispatch center and Zetron is excited to propose our AcomNOVUS Advanced Communication Console solution for this project.

Key AcomNOVUS attributes include:

Fully Redundant and Highly Resilient Console Subsystem – The AcomNOVUS core is based on commercial grade server technology. It utilizes a cluster arrangement with stacked switching equipment to provide a completely redundant solution that keeps your communications up and running reliably at all times. It is highly energy efficient, has a small footprint, and can be either centrally located or separated for geographical diversity.

P25 CSSI and ISSI Experience – "Redmond, WA, U.S.A., January 14, 2016 – Zetron, a leading provider of mission-critical communication solutions worldwide, announced that implementations of its Acom integrated dispatch system utilizing the TIA Project 25 (P25) Console Subsystem Interface (CSSI) have logged more than 5 million hours of successful operation at customer sites throughout North and South America and Australia. This far exceeds the performance of any other CSSI-based dispatch console solution currently available. Implementations of Acom utilizing the CSSI also perform successfully with P25 Phase II networks."

Industry Leading Customizable Graphical User Interface – Roseville Dispatchers will have the advantage of an "any function, any size, any resource, any appearance, any location" paradigm for designing and configuring a console interface screen to meet their specific dispatch needs and objectives.

Support for Remote and Mobile Operations - AcomNOVUS allows you to use a laptop or tablet PC with just a USB headset to set up remote, temporary, back-up, mobile, and training positions quickly and securely. And AcomNOVUS doesn't limit these operations to just a few channels the way other console solutions do. With AcomNOVUS, your mobile and remote operations have unlimited access to the full resource capabilities of the console system—and at a fraction of the cost of a fixed position.



What does this mean to you? Put simply, it means AcomNOVUS maximizes your control over the things that matter most to you. You and your team consult with Zetron engineers to define what you want your system to do: How your screens work, how your resources appear, and how your operations occur.

And as your operations evolve, so does AcomNOVUS. With its enterprise-class server architecture and high capacity, AcomNOVUS can be updated and expanded as the need arises without requiring expensive additional hardware. The bottom line: With AcomNOVUS's ability to deliver exactly what you need now and to also adapt with you over time, there's no question— AcomNOVUS is the best investment you can make in a dispatch system.

As directed in your RFP, Zetron will perform the services and adhere to the requirements described in this RFP, including: Addendum 1 dated 06/15/16, Addendum 2 dated 07/27/16, Addendum 3 dated 08/10/16, and Addendum 4 dated 08/22/16.

Additionally, the JVC Kenwood family of companies, which are represented in separate RFP responses by Zetron and EFJohnson, have extended proposals in 3 of the 4 categories within this RFP to the City of Roseville. If any 2 of the 3 categories within the RFP are awarded to a JVC Kenwood family company, JVC Kenwood will extend an additional 5% discount to your combined purchase.

As questions arise, please contact me (phone 602-499-4987, fax 425-820-7031, prime@zetron.com) at your convenience. The entire team at Zetron thanks you for your serious consideration of our solution for this very important project. We look forward to the next phase of this process.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark W. Morgan". The signature is fluid and cursive, with a large, stylized "M" and "W".

Mark W. Morgan
System Sales Manager
Zetron, Inc.

SYSTEM SALES CONTRACT

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List of Schedules

The following Schedules are incorporated into this Contract:

Schedule A	City of Roseville Terms and Conditions
Attachment A	Insurance Requirements
Schedule B	Statement of Work
Schedule C	Point by Point Compliance
Schedule D	Solution Architecture
Schedule E	Delivery / Payment Schedule
Schedule E-1	May 22, 2017 Cost Proposal
Schedule F	Acceptance Test(s)
Schedule G	Change Order
Schedule H	Labor and Materials Payment Bond

This agreement (the "Contract" or the "Agreement") is entered into, by and between City of Roseville, a municipal corporation having a place of business at 316 Vernon Street, Roseville, California, ("Customer") and Zetron, Inc., a corporation having its headquarters at 12034 134th Ct. NE, Redmond, Washington 98052 USA ("Zetron") for the provision of the Work to Customer.

Whereas Customer has requested and Zetron agrees to provide the Work to Customer described in this Contract in accordance with the terms of this Contract;

In consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Zetron hereby agree as follows:

1) Definitions

In this Contract, the following terms shall have the meaning as described below:

"Acceptance Test(s)" means the Acceptance Test(s) as described in Clause 12 (b) of this Contract.

"Affiliate" means, with respect to any entity, any other entity controlling, controlled by or under common control with such entity.

"Bug Fix" means a revision to software/firmware in the event that an error is found that prevents the Zetron Communications System from permanently functioning as stated in Zetron's system specifications. Bug fixes do not include any additional functionality or upgrades unless otherwise determined by Zetron in its sole discretion.

"Change Order" means a change to this Contract that is requested by one party, and approved by both parties through a change order form as described in Schedule G.

"Contract" means this agreement between Customer and Zetron that includes all amendments and schedules hereto.

"Contract Price" means the final price quoted to Customer for Zetron to perform the Work and deliver the Zetron Communications System as described in this Contract. As of the effective date of this Contract, the Contract Price is described in Schedule E.

"Customer Equipment" means the computer and telecommunications equipment owned or leased by Customer that is necessary to provide the Work; provided, however, Customer Equipment shall not include any equipment supplied by Zetron under the Contract. Customer Equipment includes the following: (i) computer equipment and associated attachments, features, accessories, peripheral devices, and other equipment; (ii) telecommunications equipment, including private branch exchanges, multiplexers, modems, hubs, bridges, routers, and other telecommunications equipment; and (iii) related services (e.g., maintenance and support services, upgrades, subscription services) provided by third parties (e.g., vendor, manufacturer, lessor) in the same contract covering the provision of such equipment.

"Dispute" means the process described in Clause 6 of this Contract.

"FAT Certificate" means the signed Certificate of Delivery – (FAT) that constitutes Customer's acceptance of the Zetron Communications System for shipment.

“Provisional Acceptance” means the Factory Acceptance Test (“FAT”) or Site Acceptance Test (“SAT”) has been completed but minor deliverables must be completed by Zetron, which do not materially affect the operation of the Zetron Communications System.

“SAT Certificate” means the signed Certificate of Delivery – (SAT) that constitutes final acceptance and beneficial use of the Zetron Communications System by Customer. Customer’s signing of this document triggers the last payment milestone. The Warranty Period starts on the date the SAT is completed.

“Successive Warranty Period” means any warranty period purchased by Customer that is beyond the initial Warranty Period.

“Term” shall mean the term of this Contract which shall begin on the date first listed above and end at the end of the initial Warranty Period unless otherwise terminated according to the terms of this Contract.

"Third Party Software" means any software owned or licensed by a third party that is included with the Zetron Communications System and that is provided under license by a third party.

“Warranty Period” means the initial one (1) year period following completion of the SAT.

“Work” means all required articles, materials, supplies, goods, and services to be supplied by Zetron under this Contract.

“Zetron Business Hours” means Zetron’s normal working hours of 6:00 A.M. to 5:00 P.M. Pacific Time, Monday – Friday, excluding Zetron recognized holidays.

“Zetron Communications System” means the Zetron communication system(s) as described in Schedule B.

"Zetron Software" means the Zetron proprietary software for the Zetron Communications System.

2) Applicable Laws

- (a) This Contract shall be governed by the laws of the State of California, without regard to its conflicts of law principles.
- (b) Both parties agree to comply with all applicable laws, orders, rules, regulations, and ordinances of the United States and, if applicable, the country where Zetron will be performing the Contract. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

3) Assignment and Subcontracting

Except for delegating certain duties by Zetron to one or more of Zetron’s qualified Affiliates or qualified subcontractors in the normal course of Zetron’s business and except for an assignment by either party to a successor in interest resulting from a merger, consolidation, reorganization or sale of all or substantially all of the party’s assets or stock related to such party’s performance under this Contract, any assignment of either party’s Contract rights or delegation of duties shall be void, unless prior written consent is given by the other party. Any permitted assignee of this Contract must agree in writing to be bound by all the terms of this Contract.

4) Changes and Work Outside Scope

- (a) Either party may request a Change Order to this Contract. Change Orders include, but are not limited to, changes to deliverables, pricing, equipment, project schedule, scope of work, and service options. Written approval by authorized representatives of both parties is required for a Change Order to take effect. Such Change Orders shall be incorporated into this Contract.
- (b) If any Change Order causes an increase or decrease in the cost of, or the time required for, performance of any part of this Contract, Customer and Zetron shall mutually agree to an adjustment in the Contract Price or delivery schedule or both. Changes to the delivery schedule may be subject to a price adjustment.
- (c) Failure to agree to any adjustment shall be resolved in accordance with the Disputes clause of this Contract.
- (d) If Zetron provides additional work outside the scope of the Contract, Customer will be charged at Zetron's then-current time and materials rate.

5) Default

Customer or Zetron, by written notice, may terminate this Contract for default, in whole or in part, if the other party fails to comply with any of the material terms of this Contract. The breaching party shall have thirty (30) days (or a longer period, if authorized in writing) to cure any such failure after receipt of notice from the other party, except in the case of any nonpayment, the cure period will be five (5) days.

6) Disputes

- (a) Any dispute, controversy, or claim arising out of or relating to this Contract or a default, termination, or invalidity hereof, shall first be submitted to an executive officer of each party responsible for this Contract for resolution during the thirty (30) days following notice of such dispute and, if not resolved, shall be settled by arbitration by a single arbitrator under the rules of the American Arbitration Association. The place of the arbitration shall be Roseville, California. The language to be used in the arbitral proceedings shall be English. Judgment of the arbitrator shall be final and nonappealable and may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of the enforcement. Except as otherwise provided in this Contract, each party shall bear its own expenses of the arbitration, but the fees and costs of the arbitrator shall be borne equally between the parties participating in the arbitration and the arbitrator shall award attorneys' fees to the party that prevails in the dispute.
- (b) Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the requesting party with copies of documents relevant to the issues raised by any claim or counterclaim. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator, whose determination shall be conclusive. All discovery shall be completed within thirty (30) days following the appointment of the arbitrator.

- (c) Except for any claims by Zetron for nonpayment, neither party may bring any action or claim, regardless of form, arising out of this Contract more than four years after the cause of action accrues regardless of whether such party knew or should have known of the accrual of any such cause of action.
- (d) Notwithstanding the foregoing, in the event of a breach or threatened breach under the Confidential Information or Intellectual Property provisions of this Contract, either party may forego arbitration under this provision and seek immediate judicial and equitable remedies, including, but not limited to, injunctive relief or specific performance.

7) Excusable Delay

- (a) Zetron shall be excused from, and shall not be liable for, failure of performance due to one or more of the following qualifying events:
 - (i) War; warlike operation; insurrection; terrorism; riot; fire, flood, explosion, accident, governmental act; material control regulations or orders; acts of God; act of the public enemy; utility failure; epidemic; quarantine restriction; strikes, and any other acts beyond Zetron's reasonable control;
 - (ii) The Contract will be extended for that period of time attributable to such event.

8) Export Control

- (a) Zetron and Customer agree to comply fully with all applicable U.S. or other government export control laws and regulations as they may apply to any hardware, software, information, technical data or the direct product of such information, furnished to the other party under this Contract. Zetron and Customer agree that they will not permit the re-export of any of the above items including to foreign nationals employed by, associated with, or under contract to them or their lower-tier suppliers without the authority of any required export license or applicable license exception.
- (b) Zetron and Customer shall immediately notify the other party if they are listed in any denied parties list or if their export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. governmental entity or any other governmental entity or agency.

9) Indemnification

- (a) Subject to the terms of this Contract, Zetron shall indemnify Customer, its officers, employees and agents against all liability that may result from all claims, actions, suits, or damages finally awarded including without limitation reasonable attorneys' fees, related to injury or death of any person or damage to or loss of any property caused by Zetron's gross negligence or willful misconduct in the course of performance of this Contract.
- (b) Subject to the terms of this Contract, Customer shall indemnify Zetron, its officers, employees and agents against all liability that may result from all claims, actions, suits, or damages finally awarded including without limitation reasonable attorneys' fees, related to injury or death of any person or damage to or loss of any property caused by Customer's gross negligence or willful misconduct in the course of performance of this Contract.

10) Independent Contractors

Zetron is an independent contractor in all its operations and activities hereunder.

11) Confidential Information

Confidential or proprietary information provided by the disclosing party to the receiving party remains the property of the disclosing party. The receiving party agrees to comply with the terms of any confidential disclosure agreement with the disclosing party and to comply with all proprietary information markings and restrictive legends applied by the disclosing party to anything provided hereunder to the receiving party. The receiving party agrees not to use any such information provided by the disclosing party for any purpose except to perform this Contract and agrees not to disclose such information to any third parties, except for Affiliates that need to know such information related to this Contract, without the prior written consent of the disclosing party.

12) Inspection and Acceptance

- (a) Customer may inspect all Work at reasonable times and places, including, when practicable, during manufacture and before shipment provided Customer must reasonably arrange in advance with Zetron for such inspection.

No such inspection shall relieve Zetron of its obligations to furnish all Work in accordance with the requirements of this Contract. Customer's final inspection and acceptance shall be at Customer's facilities as described in Schedule F unless otherwise specified in this Contract.

- (b) The procedures for the FAT and SAT are as described in Schedule F. For Acceptance Tests, Customer and Zetron shall each make any preparations and supply any Zetron-required items. Customer must send any Customer-supplied equipment in its entirety, unless otherwise mutually agreed, to Zetron's facility at Customer's expense to enable Zetron to integrate said equipment into the Zetron Communications System. In the event Customer has not supplied any Customer-required materials or Customer Equipment, or completed any facility installation requirements listed in the Statement of Work or the Acceptance Test(s), or made themselves available for any Acceptance Test(s) that require their participation, completion of the Acceptance Test(s) shall be extended by the number of days required for completion of such requirements. The Acceptance Tests shall be performed by Zetron and are designed to evaluate that the Zetron Communications System performs and is manufactured in accordance with this Contract and Zetron's specifications. If the Zetron Communications System does not meet all such requirements, Zetron shall, at Zetron's expense, have up to thirty (30) days to make such changes or modifications to meet such requirements. Customer shall not unreasonably withhold or delay acceptance of the FAT or SAT criteria or the FAT or SAT. In the event that any of the Acceptance Tests identify area(s) of nonconforming performance that do not materially affect the operation of the Zetron Communications System, Customer shall agree to Provisional Acceptance and Zetron shall promptly remedy such nonconformance on a mutually agreed schedule. For the FAT, Zetron shall remedy the nonconformance before the SAT is conducted. Only the nonconforming component(s) of any of the Acceptance Tests shall be retested. Customer may, but is not required to, observe the FAT but Customer must observe the SAT. Sample FAT and SAT certificates are attached to Schedule F. The signed FAT and SAT Certificates will be made a part of this Contract.

13) Insurance or Entry on Customer's Property

Zetron shall procure and maintain insurance as prescribed in Attachment A to Schedule A, attached hereto and incorporated herein by reference.

14) Payment Bond

Within fourteen (14) days of execution of this Contract, Zetron shall furnish to the City a Labor and Materials Payment Bond as provided in Schedule H. The Labor and Materials Payment Bond shall apply only to installation of dispatch consoles as identified in Zetron's cost proposal. The City shall release such Labor and Materials Payment Bond at the completion of such installation.

15) Intellectual Property

- (a) Unless otherwise agreed by Customer and Zetron in writing, Customer agrees and understands that Zetron shall be the owner of all intellectual property rights in all deliverables related to this Contract and all inventions, technology, designs, works of authorship, mask works, technical information, Zetron Software, Work, business information, and other information conceived, developed, or otherwise generated in the performance of this Contract by or on behalf of Zetron. Customer hereby assigns and agrees to assign all right, title, and interest in the foregoing to Zetron, including (without limitation) all copyrights, patent rights, and other intellectual property rights therein and further agrees to execute, at Zetron's request and expense, all documentation reasonably necessary to perfect title therein in Zetron and that all such subject matter will be deemed confidential or proprietary information of Zetron and subject to the protection provisions of the clause entitled *Confidential Information*.
- (b) Any Zetron Software provided under this Contract is licensed, not sold, to Customer under the terms of Zetron's then-current standard license agreement for such Zetron Software, a copy of which is included with the Zetron Software or included as part of the installation of the Zetron Software, and incorporated into this Contract. Any Third Party Software shall be subject to the license agreements of such Third Party Software vendors. Upon request by Customer, Zetron shall provide all documentation supporting such licensing rights, including copies of licenses granted by Zetron's suppliers to Zetron.
- (c) Zetron warrants that the Work supplied or performed by Zetron and delivered under this Contract will not infringe or otherwise violate the U.S.-based intellectual property rights of any third party. Zetron agrees to defend, indemnify, and hold harmless Customer and its customers from and against any claims, damages, losses, costs, and expenses finally awarded, including reasonable attorneys' fees, based on a claim that the Work performed or delivered under this Contract infringes or otherwise violates the U.S.-based intellectual property rights of any person or entity.
- (d) Zetron represents, warrants and covenants that it is either the owner of, or authorized to use, all of the Zetron Software and/or any Third Party Software that is used or to be used in connection with the Work it will supply in accordance with this Contract.

16) Language and Standards

All reports, correspondence, drawings, notices, markings, and other communications shall be in the English language. The English version of the Contract shall prevail. Unless otherwise provided in writing, all documentation and Work shall use the units of U.S. standard weights and measures.

17) Packing and Shipment

All Work is to be packed in accordance with good commercial practice to prevent damage during shipping. For all Work to be supplied by Zetron, unless otherwise specified, delivery shall be EX Works Zetron's facility. All references to delivery and/or scheduled delivery, schedules and similar terms in the Contract shall mean the date Zetron ships the Zetron equipment to Customer.

18) Payments, Taxes, Duties, and Contract Price

- (a) Where applicable, invoices shall be based on completion of milestone dates in Schedule E, Delivery / Payment Schedule. Unless otherwise agreed, terms of payment shall be net thirty (30) days from date of Zetron's invoice. Credit card payments are not permitted under this Contract unless otherwise agreed by Zetron in writing.
- (b) Unless otherwise stated, the Contract Price stated in the Contract is firm and fixed in U.S. dollars and is payable in U.S. dollars. Prices do not include any applicable federal, state, provincial, national, and local taxes, or duties, tariffs, and similar fees imposed by any government, all of which shall be paid by Customer. Prices shall not include any taxes, impositions, charges, or exactions for which Customer has furnished a valid exemption certificate or other evidence of exemption.

19) Precedence

In the event of a conflict between this Contract and the Schedules to this Contract, the Schedules shall control, except in the event of a conflict between Clause No. 25, Limitation of Liability, of this Contract and any provisions in any Schedules to this Contract, Clause No. 25 shall control. In the event of a conflict among the Schedules, the Schedules shall control in the order listed.

20) Survivability

If this Contract is terminated, neither Zetron nor Customer shall be relieved of those obligations contained in this Contract for the following provisions:

- Applicable Laws, Clause No. 2
- Disputes, Clause No. 6
- Export Control, Clause No. 8
- Indemnification, Clause No. 9
- Confidential Information, Clause No. 11
- Intellectual Property, Clause No. 15
- Warranty, Clause No. 22
- Limitation of Liability, Clause No. 25

21) Waiver, Approval, and Remedies

Failure by either party to enforce any of the provisions of this Contract shall not be construed as a waiver of the requirements of such provisions, or as a waiver of the right of such party thereafter

to enforce each and every such provision. The rights and remedies of the parties in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity unless otherwise stated in this Contract.

22) Warranty

Customer assumes responsibility for the selection of the Zetron Communications System and Work to achieve Customer's or its end user's intended results and for the results obtained from the Zetron Communications System and Work. If Customer has provided Zetron with any requirements, specifications or drawings, or if Zetron provides Customer with such materials, such materials are provided solely for Customer's convenience and shall not be binding on Zetron unless agreed contractually by Zetron. UNLESS AGREED CONTRACTUALLY BY ZETRON, ZETRON DOES NOT WARRANT THAT THE ZETRON COMMUNICATIONS SYSTEM OR WORK WILL MEET CUSTOMER'S OR ITS END USER'S REQUIREMENTS OR SPECIFICATIONS OR THAT OPERATION OF THE ZETRON COMMUNICATIONS SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE. During the Warranty Period, and SUBJECT TO THE LIMITATIONS SET FORTH BELOW, Zetron warrants that the Zetron Communications System and Work furnished pursuant to this Contract shall conform to Zetron's specifications and all applicable requirements of this Contract and will be free from material defects in material and workmanship. For Customer's convenience, Zetron may purchase and supply additional items manufactured by others. In these cases, although Zetron's warranty does not apply, Customer shall be the beneficiary of any applicable third party manufacturers' warranties, subject to the limitations therein. Zetron's warranty covers parts and Zetron factory labor. Customer must provide written notice to Zetron within the Warranty Period of any defect. If the defect is not the result of improper or excessive use, or improper service, maintenance or installation by Customer or its agents, and if the Zetron Communications System has not been otherwise damaged or modified by Customer or its agents, Zetron shall, AS ZETRON'S SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, either repair or replace the defective items, reperform the Work or refund the purchase price for the defective item(s), at Zetron's option, after return of such items by Customer to Zetron. Transportation of replacement defective items and return of nonconforming defective items shall be at Zetron's expense. No credit shall be allowed for work performed by Customer. Any non-defective items shall be returned at Customer's expense, and testing and handling expenses shall be borne by Customer. For any repaired or replaced items of the Zetron Communications System, the Warranty Period shall be for the longer of the original Warranty Period or thirty (30) days following such repair or replacement. If the original warranty runs out prior to the purchase of any successive warranty, Customer shall pay all amounts that would have been due had Customer kept the items under warranty during such entire period. Out-of-warranty repairs will be invoiced at the then-current Zetron hourly rate plus the cost of needed components. THE FOREGOING WARRANTY AND THE THIRD PARTY MANUFACTURERS' WARRANTIES, IF ANY, ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED, IMPLIED OR ARISING UNDER LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM COURSE OF PERFORMANCE OR COURSE OF DEALING.

Zetron's warranty does not include technical telephone support. Such support is available only through the purchase of a Zetron maintenance service plan that includes this support.

23) Notices

Any notice required to be given hereunder shall be either served personally or sent via facsimile or certified mail, return receipt requested, to the parties at their respective address or fax number set forth below or as amended by proper notice. Any notice by facsimile shall be deemed to have been sufficiently given on the day of dispatch if sent during the receiving party's normal business hours or the day after if sent after hours, provided a successful transmission report has been produced. A copy of the notice may be sent via e-mail but the original must be sent as described above.

CUSTOMER	ZETRON
City of Roseville	Zetron, Inc.
316 Vernon Street, Suite 300	P.O. Box 97004
Roseville, CA 95678	Redmond, WA 98073-9704
Attention: Karl Grover, Project Manager	Attention: Brent Dippie, Pres./C.E.O.
Phone: 916-774-5145	Phone: 425-820-6363
Facsimile: _____	Facsimile: 425-823-0861
E: mail: kgrover@roseville.ca.us	E: mail: bdippie@zetron.com

24) Entire Agreement; Counterparts; Electronic and Facsimile Delivery

- (a) The Contract, including any schedules and exhibits, constitutes the entire agreement between the parties with respect to the subject matter described in this Contract and supersedes all prior or contemporaneous agreements, whether written or oral, with respect to the subject matter contained in this Contract. Any additional or differing terms or conditions which may be proposed by Zetron or Customer or included in any other documents, including but not limited to purchase orders, not included in this Contract shall have no effect unless accepted in writing by Customer and Zetron.
- (b) This Contract may be executed in two or more counterparts, all of which when taken together shall constitute one and the same agreement and in the event that any signature is delivered by facsimile or electronic transmission, such signature shall create a valid and binding obligation of that party with the same force and effect as delivery of original signatures.

25) Limitation of Liability

EXCEPT FOR ANY AMOUNTS DUE TO ZETRON UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S LIABILITY INCLUDE CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDIES IN THIS CONTRACT FAIL OF THEIR ESSENTIAL PURPOSE. NEITHER PARTY'S LIABILITY SHALL IN ANY EVENT EXCEED ONE MILLION DOLLARS (\$1,000,000.00)

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and Zetron has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

ZETRON, INC., a Washington corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

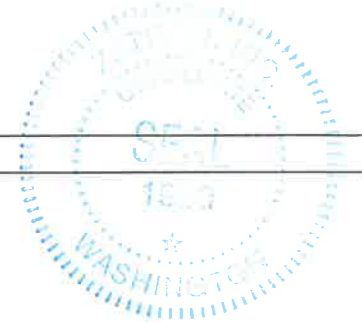
APPROVED AS TO SUBSTANCE:

BY: _____
HONG SAE
Chief Information Officer

BY: _____
its: PRESIDENT & CEO

and

BY: _____
its: _____



SCHEDULE A

CITY OF ROSEVILLE TERMS AND CONDITIONS

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement provided Contractor is given a thirty (30) day notice. Upon termination, the City shall pay to Contractor the dollar amount equal to the percentage of Work performed by Contractor as of the termination date multiplied by the Contract Price minus any amounts previously paid by the City under the Contract, plus reasonable additional expenses incurred by Contractor related to the termination and submitted to the City with adequate documentation.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
- 10a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

- 10d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
12. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
13. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
14. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
15. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
16. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
17. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

ATTACHMENT A

ATTACHMENT A

HUMAN RESOURCES/RISK MANAGEMENT DIVISION INSURANCE REQUIREMENTS – SERVICE AGREEMENT GENERAL

Required Coverage:

- General Liability: \$1,000,000 per occurrence
\$2,000,000 aggregate
Personal Injury:
\$1,000,000 per occurrence
\$2,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit
- Workers' Compensation: Statutory

- *Policies must be primary and non-contributory except for workers' compensation policy
- *Policies must contain a waiver of subrogation
- *A 10 day notice of cancellation must be provided
- *The Contractor is responsible for all self-insured retentions and deductibles under Contractor's policies.
- *All Self Insured Retentions must be listed on the certificate

Required Documentation:

- A certificate(s) of insurance listing the required coverage naming as certificate holder:

The City of Roseville
Insurance Compliance
PO Box 12010-R1
Hemet, CA 92546-8010

- Additional Insured Endorsement- General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured
- Waiver of Subrogation Endorsements
- Primary and Non-Contributory Coverage Endorsement – CG 20 01 04 13 or an equivalent

All documentation needs to be provided using one of the following methods:

- A. By email to roseville@ebix.com
- B. By fax to (770) 325-5727

After using one of these methods, please **DO NOT** send the certificate by mail.

SCHEDULE B
STATEMENT OF WORK

ZETRON, INC.

Response to City of Roseville, CA
Response for Proposals
800MHz Radio System Replacement

TAB E: Project Plan

March 2, 2017



12034 134th Ct. NE | Redmond, WA 98052 | (p) 425.820.6363 | (f) 425.820.7031 | www.zetron.com

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Section 1 General Information

Section 2Site Assumptions and Customer Deliverable

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Section 4Sample Project Gnatt Schedule and Timeline

1. General Information

This Statement of Work (or "SOW") and its accompanying appendices, if applicable, define the responsibilities of Zetron and its customer listed below during the construction of the Zetron Communications System (the "System") under the applicable system sales or other written agreement between Zetron, Customer, and any other contracting party ("Contract"). Tasks to be performed by others are included in this document for informational purposes.

In all cases, the most recent Statement of Work will be the actual document for the construction of the System.

1.1. Project Identification

Identifying Project Name	City of Roseville, CA
End User	City of Roseville, CA
Customer	City of Roseville, CA
Customer's Address (for correspondence)	tbd
Customer's Project Manager	tbd
Customer's P.O. #	tbd
Contract Name, Contract Number, and Contracting Parties	tbd
Ship to Address	tbd
Change Order Process	Zetron's change order form and process, unless otherwise mutually agreed.

1.2. Reference Documents

Enter any relevant contract / information or other related references, i.e. Purchase Order (P.O.) #, MSP, technical references, installation manual, etc. (as necessary).

1.3. Delivery Schedule

Zetron and its subcontractor(s), if applicable, shall create a delivery schedule that meets the delivery requirements under the Contract. If the Contract did not contain a written delivery schedule, the completed, written delivery schedule shall be incorporated into the Contract.

1.4. Interrelationships

Zetron reserves the right to use subcontracted services. Zetron must have access to the end-user for purposes of development efforts and project progression for the mutual benefit of all parties.

1.5. Equipment

Zetron will manufacture, configure, and test Common Control Equipment (CCE) and Operator Position Equipment (OPE) including the hardware and software identified in this section.

The System shall include interface cards, sub-rack assemblies, cabinets, and cabling to support the following:

The AcomNOVUS console systems proposed for City of Roseville, CA, consists of a single AcomNOVUS core at the City of Roseville Dispatch Center.

The AcomNOVUS Core consists of Media Controller Servers (MCS) and Infrastructure Gateway (IG) servers. The system components are deployed in a redundant configuration to maximize up-time and prevent a single point of failure from compromising operation. This includes servers deployed in pairs to host redundant services and withstand a server or service fault. It also includes a network switch stack with redundant links to each server. The individual AcomNOVUS console positions and various communication gateways are connected to portal services hosted in the Acom Core over IP networks.

Communications to external resources are configured as:

P25 RFSS CSSI voice paths will be made through the redundant Infrastructure Gateway (IG) servers, augmented with the standard CSSI interface feature set.

Conventional radio, and Control station interfaces will be provided through the Acom Radio Gateways (ARGs).

System Configuration

The Zetron proposal includes Acom full feature console positions with advanced dispatcher capabilities. It also includes all AcomNOVUS core equipment needed to interface to external communication resources, as well as management hardware and software to manage and configure the system and console positions (as specified below).

Console Positions

Each of the ten (10) full feature console positions consists of:

- One (1) x PC workstation with one (1) 22" touch-screen monitors for running the ACS console application. (Larger screen sizes are available if required).

- One (1) x Acom Media Dock XS.
- Four (4) x Zetron Acom speakers with individual volume controls (1 x Select and 3 x Unselected).
- Two (2) x Headset jack boxes (dual-prong interface for headset control with dual volume controls).
- One (1) x Footswitch.
- One (1)x Desktop Microphone
- One (1) x Acom Console Software (ACS) application with Pro Console license. This includes the following feature licenses:
 - Base Acom Console License
 - Advanced Radio Control License
 - Tone Signaling / Paging Feature Set License
 - Telephony Feature Set License
 - Call System License
 - Auxiliary I/O License
 - Integrator IRR Client License

AcomNOVUS Core Equipment

The AcomNOVUS Core equipment at the City of Roseville Dispatch Center location consists of:

- Media Controller Servers (MCS) and applicable software, which provides console management, control and supports up to 25 x console connections .
- Infrastructure Gateway (IG) servers and applicable software, which supports twenty (20) CSSI talkpaths.
- Licenses for AES Encryption at each console.
- AcomNOVUS Surveyor Network Management System (NMS) server for system configuration and operational monitoring and reporting.
- Thirty (30) control stations interfaces supported by fifteen (15) Acom Radio Gateways.

- Five (5) Acom Radio Gateways to interface with up to ten (10) EF Johnson VM600 control stations (control stations to be supplied, installed, configured and maintained by EFJohnson).
- One (1) Acom Pathway DFSI Gateway to interface to a DFSI base station/repeater (base station/repeater to be supplied, installed, configured and maintained by Roseville).
- Seventy-one (71) SIP logging recorder outputs supported by AcomNOVUS Media Controller (MCS) Server.
- Console integration and Interoperability testing at EFJohnson headquarters (assume North America location for 1 week testing).

1.6. Services

Project management (development of a Project Timeline and System Test Plan, Factory Acceptance Testing, documentation, and standard 1 year factory warranty), on-site training, and on-site installation will be provided by Zetron.

Installation will be completed in a single contiguous trip. Technical training will be completed in a single contiguous trip. Operational training will be completed in a single contiguous trip. Expenses and labor incurred for additional trips caused by the delay of other parties will be billed through the change order process or billed separately, and subject to prior authorization by Customer Project Manager.

1.7. Functionality

A fully redundant System with standard functionality.

1.8. Customer-Supplied Equipment

Any Customer-supplied equipment must be in working order and sent in its entirety, unless mutually agreed, to Zetron's facility at Customer's expense to enable Zetron to integrate said equipment into the System.

1.9. Project Management

Project management is an ongoing activity required of all parties for successful integration of the equipment. Zetron will assign a primary project manager ("Zetron Project Manager") who will manage the project. All Zetron subcontractors will report to the Zetron Project Manager, who will in turn liaise with Customer. Customer will be required to provide a project manager to act as a

single point of contact for the implementation of this SOW. Project Managers will be responsible for contract administration, scheduling, and monitoring progress of the assigned deliverables of their respective organizations. Formal communications must be channeled through the project managers. Formal communications are not to be routed directly between subcontractors and Customer, except as otherwise specifically stated in the Contract.

1.10. Project Kick-Off Meeting

A project kick-off meeting will be scheduled before System manufacture begins. This meeting is a working session, which uses the Contract, Statement of Work, and other pertinent documents as the basis for fully developing the implementation plan.

Contract clarification and project change order procedures will be addressed, and a formal process will be implemented for communicating any and all information that clarifies the Contract.

The implementation schedule will be clarified during the meeting. At the conclusion of the meeting all tasks will be clearly defined, with all parties understanding what is expected of them.

1.11. Project Planning

Zetron will prepare a project plan that defines the management processes, procedures, and project timeline that will be followed to deliver the System and services described in the Contract. The project plan is an internal document and will include a description of the support services to be provided by Zetron. The project plan may be submitted to Customer. The project plan will be used to guide all of Zetron's activities and to monitor and track Zetron's progress against the timeline and milestones established in the plan. The project plan will include a discussion and details on the following major elements:

- Project scope (includes an overview, definitions and glossary, project summary, roles and responsibilities, etc.)
- Project management (includes approach, project organization, project manager and task leaders, Zetron design reviews, schedule, project meetings (person-to-person and remote via telephone), acceptance criteria, etc.)
- System deliverables (includes descriptions of equipment being provided and information on System requirements, etc.)

- Installation plans and schedule (includes information on the site survey, site installation plans, site preparation, and schedule for equipment deployment and installation)
- Testing and acceptance (includes testing, optimization, and the acceptance process, including implementing the acceptance test plan)
- Documentation and publications (includes a description of general requirements and a summary of documentation deliverables)
- Training (includes training plan, training course syllabi, and a description of recommended training materials)
- Support (includes warranty service and maintenance service plans following beneficial use of the System by Customer, which begins upon successful completion of the Site Acceptance Test (SAT))

1.12. Change Orders (Modifications)

Zetron and Customer shall follow Zetron's change order process unless otherwise mutually agreed.

1.13. Site Surveys

Zetron may survey the facilities where the equipment will be installed. The purpose of the survey is to provide information to Zetron of obvious site-specific requirements. It may include a meeting to discuss programmatic and technical issues such as:

- Schedules
- Milestones
- Zetron procedures

1.14. Preliminary Design Review (PDR)

A Preliminary Design Review (PDR) will be completed to capture the technical specifications of the design and when finalized and approved, serves as an authorization to proceed. The PDR is considered a "Pass" if the participants agree they have a reasonable approach to the System design and have obtained design consensus. It is possible that at this point there may still be some minor outstanding design issues to resolve.

1.15. User Interface

Zetron will work with Customer to design the Graphical User Interface (GUI) screen configurations for the System. Design efforts will take place at 30%, 60% and 100% completion of System design. At the conclusion of these efforts, GUI screen configuration must be reviewed and accepted by Customer before FAT can begin. Labor spent on changes to the screen configuration after 100% completion of System design will be billed through the change order process. Customer will designate a single point of contact for design development.

1.16. Integration of Systems

The System will not be enabled to interface with Customer's telephone, radio and/or CAD systems unless specified elsewhere in this Contract. (Integrations included are in section 1.5 under the heading AcomNOVUS Core Equipment.)

1.17. User Training

Training will be provided as required to ensure that all dispatch personnel have a functional knowledge of the System operation. The training plan will be mutually agreed between Customer and Zetron.

End of Section 1

2. Site Assumptions and Customer Deliverables

2.1. Building/Construction Permits and Licenses

Customer is responsible for any permits, licenses, or applications for the site(s) where the System will be installed. Zetron will supply Customer with information regarding the System that is required to complete the permit and license applications. No engineering or licensed professional engineering certifications are included in Zetron's proposal to Customer or the Contract, but if requested by Customer, these certifications may be provided as change orders. This includes, but is not limited to: electrical, heating, ventilation, cooling, plumbing, structural, environmental, and seismic.

Zetron has neither included in its proposal nor accepts any responsibility for changes in the SOW that might be required by any city, county or state permit approval agency and would impact either the permit application process or the

actual work to be completed as outlined. Any such changes or upgrades of pre-existing conditions identified as required to meet current city, county, state or other applicable codes will be changes to the SOW and handled as change orders.

2.2. Authorizations

Customer must identify the person(s) with signatory authority for change orders, Contract modifications, milestones, and payment authorizations.

2.3. Requests for Information

Customer shall provide information necessary for design of the System. This includes but is not limited to: Floor layouts, furniture specifications, existing system interfaces & GUI, radio, administrative telephone, call groups, logger, digital I/Os, alarms, demarcation & punch block configuration.

2.4. Database Configuration Files

Customer is responsible for obtaining all current configurations used in their existing communication system that may be utilized in the System. The information includes, but is not limited to: Paging tones and codes, trunked radio talk-groups and ID's, site locations and frequencies, individual signaling databases, alias, and speed dial.

2.5. Database Entry Requirements

Customer is responsible for creating large database files in a suitable format for import into the console system. The effort will include, but is not limited to: Paging tones and codes, trunked radio talk-groups and ID's, site locations and frequencies, individual signaling databases, alias, and speed dial. Zetron will assist with the import process to properly input the initial database entries.

2.6. Database Accuracy

Customer is responsible for the accuracy of all database entries. This includes submitting accurate information for entry into the appropriate database. Prior to System cutover, Customer is responsible for verifying the data and testing the results, e.g., page each field unit to ensure the accuracy of the entries. An error report should be kept by the console operators for submitting error corrections to Customer's system administrator, dispatch supervisor, or a designated individual trained to update and correct each database, as an ongoing effort after the initial entry.

2.7. Site Preparatory Responsibility

Customer is responsible for preparing the facility and/or radio infrastructure for installation of the System. This duty is Customer's as they are responsible for maintaining the dispatch infrastructure. Items that are Customer's responsibility include, but are not limited to, installation of building wiring as needed, including all UPS, line protectors, line conditioners, and surge protectors, cross-connections to the network (e.g., E1 or T1 links between the center and the radio network, leased lines, T1 and/or 4W interfaces to connect remote operator positions and their audio streams to the CCE), Demarcation Line level specification testing and repair, radio and telephone interface wiring, cable pulls (e.g., between the CCE and console positions), furniture modifications and installation of custom monitor mounting, lighting, single point grounding, cabling from demarcation to the System.

Customer is responsible for confirming with Zetron cable type and cable run lengths to ensure specification compatibility. Customer is responsible for confirming site readiness prior to deployment.

2.7.1. Site Deficiencies

Customer is responsible for correcting at its expense all site deficiencies identified by Zetron or others.

2.7.2. Floor Layout

It is the responsibility of Customer to provide appropriate space to house Zetron's fixed equipment. No work will proceed without Customer's written approval of equipment placement.

2.7.3. Electrical

Customer must provide adequate electrical power. Customer will also provide all uninterruptible power supply (UPS) sources, and surge suppressors as required unless otherwise stated within this Contract. All of the equipment in the System has been designed to operate on 120VAC/60Hz commercial power. Customer must provide AC power for each console location and the fixed network equipment. All outlets for the consoles must be installed within six (6) feet of the proposed equipment installation locations. Customer will have outlets for the Common Control Equipment cabinets installed as receptacles directly above or below the footprint of the cabinets. If Customer positions the outlets below, Customer will provide appropriate access through raised floors directly below the cabinet footprint. The exact number of receptacles required will be determined prior to PDR.

Locking receptacles are the responsibility of Customer. If overhead locking receptacles are used for equipment power, it will be the responsibility of Customer to supply and install UL approved locking plugs for the multiple outlet AC surge protector power cords. Customer must confirm in writing that each of these circuits was tested and is currently ready for the Zetron installation by providing a signed report listing the results of testing. Zetron will not connect to any circuit deemed not suitable as outlined in the Zetron requirements' specifications. Zetron will not be responsible for correcting these deficiencies.

2.7.4. Grounding

A single-point terra firma ground connection will be required from Customer for electrical bonding and lightning protection in the Common Control Equipment room. This connection should be low impedance to terra firma ground (less than 5 Ohms), and have few, if any, wire bends to a grounding rod or building ground grid. Circuits must meet or exceed industry accepted standards.

Customer must confirm in writing that each of these circuits was tested and is currently ready for the Zetron installation and optimization. Zetron will not connect to any circuit deemed not suitable as outlined in the Zetron requirements' specifications. Zetron will not be responsible for correcting these deficiencies.

2.7.5. Fresh Air Ventilation, Heating, Air-Conditioning

Customer is responsible for building ventilation, heating, or air-conditioning at any equipment location. Adequate ventilation must be provided for CCE and for any furniture housing position hardware.

2.7.6. Remote Access

Customer will provide a means for remotely accessing the System for on-going technical support services. At a minimum, this can be in the form of a standard analog telephone (POTS) line or analog PBX extension within 6 feet of the Common Control Equipment cabinets. This phone line must support dial-up modem type protocols up to 56K and is in addition to the phone lines being provided for interfacing to the System telephone line interface cards. Alternately, Customer may substitute a VPN or other type of high-speed network access if agreed to by both parties.

2.7.7. Telephone and Radio Circuit Signal and Line Levels

Customer's radio audio circuits and dedicated telephone circuit (if applicable) must be tested by Customer for meeting or exceeding the demarcation parameters

for the I/O specification needs of the System. Customer is responsible for adjusting or correcting line levels that exceed demarcation parameters. Customer must confirm in writing that each of these circuits was tested and is currently ready for the Zetron installation and optimization by providing a signed report listing the results of testing. Zetron will not connect to any circuit deemed not suitable for supporting the signal and level settings, as outlined in the Zetron requirements' specifications. Zetron will not be responsible for correcting these deficiencies.

2.8. System Testing and Acceptance

Refer to Section 3.12, System Testing and Acceptance, for Customer's responsibilities.

2.9. Facilities and Access

Customer shall provide the console furniture. Keys or on-site access to the equipment rooms and cabling installation areas are to be provided by Customer as required by Zetron. Normal access hours are to be negotiated between Customer and Zetron. Access to a minimum of two unoccupied console positions simultaneously for installation is needed.

If required by Zetron, Customer shall provide a secure room at the installation site with a dial-out phone during the implementation phase of the project. This room will be used by Zetron onsite personnel for its operations; for temporarily storing System components and securing test equipment and tools; and as an office for the implementation team.

2.10. Interface Requirements

The cost for any unique interface requirement, whether or not identified in the site survey form, shall also be the responsibility of Customer.

2.11. Time Source

If Customer requires a time source for the System, Customer shall supply the time source. The supplied time source shall be equipped with at least one (unused) RS-485 port or Network Time Protocol (NTP) via IP for use by the System CCE. Customer will provide cable.

2.12. Mounting Supplies, Misc. Supplies & Misc. Cables

Zetron shall be responsible for providing demarcation punch blocks, seismic or other custom bracing and miscellaneous supplies. Miscellaneous cables not typically associated with the System will be the responsibility of Customer.

2.13. Spares

Customer will maintain spares purchased as a critical spares kit. Customer is responsible for coordinating the utilization of spares required for repair. Spares must be maintained in a controlled environment and protected from electrostatic discharge.

End of Section 2

3. Zetron Deliverables

3.1. Project Management

Zetron will provide primary project management according to this SOW. In order to reduce the overall cost to Customer, this project management effort will be performed remotely.

3.2. Project Schedule

After receipt of the signed System Contract, or a purchase order, Zetron will provide Customer with a project schedule. Preliminary schedule is included in Tab N.

3.3. Qualified Personnel

Zetron will provide qualified personnel for installation.

3.4. System Integration

Zetron will build, integrate, and test components at EFJohnson's facility prior to deployment at Customer's facilities. The System test configuration will be finalized during the project-planning task. The System will be tested during the

Factory Acceptance Test (FAT). Once the FAT has been successfully completed and approved by Customer, the System will be released for shipment.

3.5. Equipment Delivery

Zetron will arrange for delivery of all equipment to the mutually agreed to EFJohnson FAT testing facility and upon completion of FAT to Customer as outlined in the established implementation plan. Warehousing of equipment will be the responsibility of Customer.

3.6. Equipment

Zetron will install the applicable CCE and will install console positions in Customer-provided furniture per standard cabling practices. Upon completion of the fixed equipment installation, Zetron will check the System for proper operation.

3.7. Cables and Labels

All cables will be labeled with a unique identifier. As-built documentation will be supplied with the equipment which allows complete cross reference of cable material, connectors, to/from information, and Zetron part numbers for replacement.

3.8. Complete Termination of Sub-Systems

All equipment cables will be terminated as required.

3.9. Load Application Parameters on all Equipment

Where applicable, the application software will be loaded, System parameters set, and features tested. The database will be programmed and the System operating parameters will be adjusted for Customer-specific requirements. Configuration files will be set up and verified as applicable for Customer-specific requirements.

3.10. Site Clean-up

All packing materials and debris will be handled as agreed. Decommissioning and removal to customer location of existing old equipment is the responsibility of Zetron.

3.11. System Testing and Acceptance

Upon completion of the System installation, a visual inspection of the installation and the System Site Acceptance Test ("SAT") will be performed by a Zetron representative. It will be witnessed by Customer's project manager or their representative. Customer's approval of the SAT will serve as confirmation that the installation process was completed, and that Zetron has delivered a working System.

Each portion of the SAT will be marked as either passed or failed. When a test point has passed, it will not be tested again. Failed test points will be corrected and then re-tested. The correction/re-testing process will take place on the repaired/replaced test points, until all points have passed.

For any portion of the test that cannot be completed due to circumstances outside the control of Zetron, Zetron reserves the right to alter that portion of the test, default to "passed", or shall mutually agree with Customer on an alternative approach.

3.12. Training

3.12.1. Technical Training

Note that technical training can be conducted at Zetron's facility and can be made available prior to System installation immediately following Factory Acceptance Testing. Technical training is most efficient, however, when given on-site using the actual installed equipment because physical location of components and final System configuration are key factors in maintaining the System. On-site technical training will comprise standard technical content, focused where possible to cover the configuration applicable to the audience. Training will cover function, installation (when Customer is providing the installation services), configuration, and maintenance of System equipment and software. Zetron will provide training materials in the form of standard product manuals and other handouts.

3.12.2. Operational Training

Classes are at Customer's location using the installed (but not live) equipment. Operational training covers basic System operation and communication tasks using the operating software. Train-the-trainer adds workshop-style training to ensure trainer-level understanding, including how to explain the System features and functions to trainee operator/dispatchers. Zetron will provide materials in the form of standard product manuals and other handouts in addition to electronic

files of material used in class. Zetron only instructs on the operation/explanation of Zetron equipment, not on standard industry teaching practices.

3.12.3. Training Environment

On-site classes are taught at Customer's location(s).

For operational training, Zetron instructors bring a laptop PC and projector. Customer must provide a power source, writing surface (flipchart or whiteboard), and a projector screen or blank light-colored wall. Because operational training requires access to a configured, functional system and accompanying consoles, for an additional charge Zetron may be able to provide equipment for training at Customer's location.

The nature of on-site technical training may require that it be conducted in a blend of classroom and less formal environments, depending on access to Customer's actual installed equipment.

Factory classes are taught at Zetron's facility, in either a dedicated training environment on actual configured systems and consoles, or as part of FAT on Customer's actual equipment in a laboratory environment.

3.12.4. Training Materials

Training is conducted using lecture, live demonstration, and hands-on practice. Each attendee will receive copies of training materials used in class.

3.13. Manuals

3.13.1. Operation Manuals

The operator manuals will contain information, instructions, and procedures, accompanied by diagrams and on-line help files as appropriate, necessary to operate the System as delivered.

3.13.2. Installation and Maintenance Manuals

The installation and maintenance manuals will include the technical information necessary to install and maintain the System.

3.13.3. As-built Documentation

As built documentation will include System drawings and supporting information depicting the System configuration after installation.

End of Section 3

SCHEDULE C
POINT BY POINT COMPLIANCE

ZETRON, INC.

Response to City of Roseville, CA
Response for Proposals
800MHz Radio System Replacement

TAB H: Point by Point Compliance

September 7th, 2016



12034 134th Ct. NE | Redmond, WA 98052 | (p) 425.820.6363 | (f) 425.820.7031 | www.zetron.com

City of Roseville RFP Compliance Workbook

INSTRUCTIONS FOR COMPLETING DOCUMENT	
	In the tab named "Compliance Matrix", proposers are to provide a value for each identified requirement from the RFP. For each requirement, proposers shall enter their point value in each cell of the "Proposer Response" column (only those cells with a light-blue highlight), according to the following scale:
For items that are specified as "Compulsory" in the "Priority" Column	Respond with "Comply" if your proposal MEETS or EXCEEDS the requirement AS SPECIFIED. The City will assume a response of "Comply" indicates the requirement is satisfied and that the proposer understands the requirement.
Mark in the "Proposer Response" Column:	Respond with "Exception" if your proposal DOES NOT MEET the requirement AS SPECIFIED. Please provide a description of exactly how your proposal varies from the City's requirement(s) in the "Comments Section". Proposers are encouraged to comply with all Compulsory items to ensure that their proposal response is deemed responsive. At the discretion of the City, any Compulsory items that are note marked as "Comply" shall deem the submitted proposal as non-responsive.
For items that are NOT specified as "Compulsory" in the "Priority" Column	Respond with a 3 if your proposal or proposed system MEETS or EXCEEDS the requirement AS SPECIFIED. The City will assume a response of "3" indicates the requirement is satisfied in both outcome and method without any modification to user operation.
Mark in the "Proposer Response" Column:	Respond with a 2 if your proposal or proposed system does LESS THAN WHAT IS SPECIFIED and your firm believes it can still meet the intent of the requirement because your offering provides the intended outcome but requires adjustment to the method of user operations. For example, if a user operation is required and your offering provides for the same outcome of that operation but it provides it through a different method (such as a different type of button-press), respond with a 2. Please provide a description of exactly how the method of your offering varies from the City's requirement(s) and how you feel it meets the overall intent for the outcome of the requirement in the "Comments Section".
Mark in the "Proposer Response" Column:	Respond with a 1 if your proposal or proposed system does LESS THAN WHAT IS SPECIFIED. Please provide a description of exactly how your offering varies from the City's requirement(s) in the "Comments Section", including the parts of the requirement that are and are not met by your offering.
Mark in the "Proposer Response" Column:	Respond with a 0 if your proposal or proposed system cannot meet any part of the intent of the requirement(s).
Proposers must provide explanations, clarifications, details, etc. to any requirement that is assigned a value of "Exception", 2 or 1. (Such comments are not required for values of "Comply" or 3 as such a designation implies that proposer meets the requirement exactly as stated. Similarly, such comments are not required for point values of 0 as such a designation implies that proposer cannot in any way meet either the letter or the intent of the requirement.) Such narrative is to be provided in the specific section of the Response Document that is designated in the corresponding "Comments Section" column.	
Any "Proposer Response" cell that is not assigned a value by the proposer will be assigned a value of "0" by the City.	
Requirement Priorities	
Priority	Definition
Compulsory	Requirements that are a either a statutory requirement for RFP responses submitted to the City or are required to ensure a baseline for comparison of received proposals. Items marked with a "Yes" in this column are required and cannot be omitted or cannot
Critical	In the City's view, a requirement that affects the overall viability of the project - Inability to meet a requirement of Critical priority jeopardizes user participation in the system.
High	In the City's view, an extremely important requirement - Inability to meet a requirement of High priority will prevent end users from performing their duties, or prevent overall system operation as envisioned.
Medium	In the City's view, an important requirement - Inability to meet a requirement of Medium priority will affect the way in which end users perform their duties, or affect overall system operation as envisioned.
Low	In the City's view, a requirement that is not important - Such a requirement would be "nice to have" but users can complete their duties without it, or the system can operate as envisioned.
Informational	Not a "specifications requirement" but is requested for informational purposes only.
COMMENTS SECTION	
Please include sufficient detail in your proposal narrative to ensure that the City understands your proposal and how it meets or exceeds our requirements. If insufficient detail is provided to confirm your ability to meet the requirement, or if the City finds through its research and review that the proposer does not meet the intent of the requirement; the City reserves the right to reduce the value of the numeric value submitted.	

City of Roseville RFP Compliance Workbook

Vendor Name:		Zetron		
Section	Section Description	Priority	Proposer Response	Comments
1	INTRODUCTION	Informational	3	
1.1	CITY OVERVIEW	Informational	3	
1.2	BACKGROUND	Informational	3	
1.3	INSTRUCTIONS	Compulsory	Comply	
2	TENTATIVE SCHEDULE	Informational	3	
3	OPTIONAL PRE-PROPOSAL CONFERENCE	Informational	3	
4	SOLUTION ARCHITECTURE	Informational	3	
4.1	TECHNICAL REQUIREMENTS	Informational	3	
4.1.1	TECHNICAL REQUIREMENTS: SYSTEM CORE	Medium	0	Not Applicable
4.1.1.1	COMPLIANCE TO P25 SPECIFICATIONS	High	0	Not Applicable
4.1.1.1.1	P25 TRUNKING FEATURE REQUIREMENTS	High	0	Not Applicable
	GROUP VOICE CALLS AND BROADCAST GROUP			
4.1.1.1.1.1	CALL	Medium	0	Not Applicable
4.1.1.1.1.2	EMERGENCY ALARM	Medium	0	Not Applicable
4.1.1.1.1.3	EMERGENCY GROUP CALL	Medium	0	Not Applicable
4.1.1.1.1.4	INDIVIDUAL VOICE CALL	Medium	0	Not Applicable
4.1.1.1.1.5	ANNOUNCEMENT GROUP CALL	Medium	0	Not Applicable
4.1.1.1.1.6	ALL CALL / SYSTEM CALL	Medium	0	Not Applicable
4.1.1.1.1.7	RADIO CHECK	Medium	0	Not Applicable
4.1.1.1.1.8	CALL ALERT	Medium	0	Not Applicable
4.1.1.1.1.9	RADIO UNIT INHIBIT/UNINHIBIT	Medium	0	Not Applicable
4.1.1.1.1.10	AES ENCRYPTION	Medium	0	Not Applicable
4.1.1.1.1.11	REGISTRATION/ ROAMING	Medium	0	Not Applicable
4.1.1.1.1.12	AFFILIATION	Medium	0	Not Applicable
4.1.1.1.1.13	OVER-THE-AIR-KEYING (OPTIONAL)	Low	0	Not Applicable
4.1.1.1.1.14	RADIO AUTHENTICATION (OPTIONAL)	Low	0	Not Applicable
4.1.1.1.1.15	GPS LOCATION (OPTIONAL)	Low	0	Not Applicable
4.1.1.1.2	NON-P25 TRUNKING FEATURE REQUIREMENTS	Low	0	Not Applicable
4.1.1.1.2.1	OVER-THE-AIR REPROGRAMMING (OPTIONAL)	Low	0	Not Applicable
4.1.1.1.2.2	DYNAMIC REGROUPING	Low	0	Not Applicable
4.1.1.1.3	P25 TRUNKING PRIORITIES REQUIREMENTS	Low	0	Not Applicable
4.1.1.1.4	SYSTEM CORE ALLOWABLE P25 ID REQUIREMENTS	Medium	0	Not Applicable
4.1.1.1.5	SYSTEM CORE INITIAL CAPACITY REQUIREMENTS	Medium	0	Not Applicable
4.1.1.1.6	SYSTEM CORE EXPANSION REQUIREMENTS	Low	0	Not Applicable
4.1.1.1.7	SYSTEM CORE CALL PROCESSING REQUIREMENTS	Low	0	Not Applicable
4.1.1.1.8	SYSTEM CORE "INTERNAL" INTEROPERABILITY REQUIREMENTS	High	0	Not Applicable
4.1.1.1.9	SYSTEM CORE "EXTERNAL" INTEROPERABILITY REQUIREMENTS	Medium	0	Not Applicable
4.1.1.1.10	SYSTEM CORE RELIABILITY REQUIREMENTS	Critical	0	Not Applicable
4.1.1.1.11	CORE / NETWORK MANAGEMENT FEATURE REQUIREMENTS	Medium	0	Not Applicable
4.1.1.1.1.1	FAULT MANAGEMENT	Medium	0	Not Applicable
4.1.1.1.1.2	CONFIGURATION MANAGEMENT	Medium	0	Not Applicable
4.1.1.1.1.3	ACCOUNTING MANAGEMENT	Medium	0	Not Applicable
4.1.1.1.1.4	PERFORMANCE MANAGEMENT	Medium	0	Not Applicable
4.1.1.1.1.5	SECURITY MANAGEMENT	Medium	0	Not Applicable
4.1.1.1.12	NETWORK MANAGEMENT ARCHITECTURE REQUIREMENTS	Medium	0	Not Applicable

City of Roseville RFP Compliance Workbook

Vendor Name:			Zetron		
Section	Section Description	Priority	Proposer Response	Comments	
4.1.1.2	PTT APPLICATION INTEGRATION (OPTIONAL)	Low	0	Not Applicable	
4.1.1.3	SYSTEM CORE NETWORK BACKHAUL REQUIREMENTS	Medium	0	Not Applicable	
4.1.1.4	SYSTEM CORE CAD INTERFACE REQUIREMENTS (OPTIONAL)	Low	0	Not Applicable	
4.1.1.5	SYSTEM CORE NETWORK TIME SYNCHRONIZATION REQUIREMENTS	Medium	0	Not Applicable	
4.1.1.6	SYSTEM CORE NETWORK SECURITY REQUIREMENTS	Medium	0	Not Applicable	
4.1.1.7	TECHNICAL REQUIREMENTS: SPARE EQUIPMENT	Medium	0	Not Applicable	
4.1.2	TECHNICAL REQUIREMENTS: RF SUBSYSTEM	Medium	0	Not Applicable	
4.1.2.1	DEFINITION OF RF SUBSYSTEM COMPONENTS	Medium	0	Not Applicable	
4.1.2.2	RF SUBSYSTEM FEATURE (P25 AND NON-P25) REQUIREMENTS	Medium	0	Not Applicable	
4.1.2.3	RF SUBSYSTEM ANTENNA SYSTEM REQUIREMENTS	Medium	0	Not Applicable	
4.1.2.4	RF SUBSYSTEM COVERAGE REQUIREMENTS	Critical	0	Not Applicable	
4.1.2.5	RF SUBSYSTEM IN-BUILDING COVERAGE REQUIREMENTS	Critical	0	Not Applicable	
4.1.2.5.1	IN-BUILDING COVERAGE TESTING:	Critical	0	Not Applicable	
4.1.2.5.1.1	AUTOMATED OBJECTIVE BUILDING TESTING	Critical	0	Not Applicable	
4.1.2.5.1.2	TEST CONFIGURATIONS	Critical	0	Not Applicable	
4.1.2.6	RF SUBSYSTEM IN-BUILDING COVERAGE REQUIREMENTS (INFORMATION ONLY)	Medium	0	Not Applicable	
4.1.2.7	RF SUBSYSTEM COVERAGE – RADIO SITES	Informational	0	Not Applicable	
4.1.2.8	RF SUBSYSTEM COVERAGE GUARANTEE	Critical	0	Not Applicable	
4.1.2.9	RF SUBSYSTEM COVERAGE MAP REQUIREMENTS	Critical	0	Not Applicable	
4.1.2.10	RF SUBSYSTEM COVERAGE DESIGN REQUIREMENTS	Critical	0	Not Applicable	
4.1.2.11	RF SUBSYSTEM COVERAGE TEST AND REMEDIES	High	0	Not Applicable	
4.1.2.12	RF SUBSYSTEM RELIABILITY REQUIREMENT	High	0	Not Applicable	
4.1.2.13	RF SUBSYSTEM EXPANSION REQUIREMENTS	Medium	0	Not Applicable	
4.1.2.14	RF SUBSYSTEM NETWORK BACKHAUL REQUIREMENTS	Medium	0	Not Applicable	
4.1.2.15	RF SUBSYSTEM NETWORK MICROWAVE LINK REQUIREMENTS	Medium	0	Not Applicable	
4.1.2.16	RF SUBSYSTEM EAST SITE (5100 PHILLIP RD) LINK REQUIREMENTS	Medium	0	Not Applicable	
4.1.3	TECHNICAL REQUIREMENTS: RF SUBSYSTEM REPEATERS	Medium	0	Not Applicable	
4.1.3.1	RADIO REPEATER – RADIO PARAMETRIC REQUIREMENTS	Medium	0	Not Applicable	
4.1.3.2	RADIO REPEATER – REPEATER INDICATOR REQUIREMENTS	Low	0	Not Applicable	
4.1.3.3	RADIO REPEATER – REPEATER ELECTRICAL POWER REQUIREMENTS	Low	0	Not Applicable	
4.1.3.4	RADIO REPEATER – REPEATER PROGRAMMING REQUIREMENTS	Low	0	Not Applicable	
4.1.3.5	TECHNICAL REQUIREMENTS: TEST EQUIPMENT	Low	0	Not Applicable	

City of Roseville RFP Compliance Workbook

Vendor Name: Zetron			Zetron	
Section	Section Description	Priority	Proposer Response	Comments
4.1.3.6	TECHNICAL REQUIREMENTS: SPARE EQUIPMENT	Low	0	Not Applicable
4.1.4	TECHNICAL REQUIREMENTS: DISPATCH CONSOLE SUBSYSTEM	Informational	3	Comply; the proposed Zetron AcomNOVUS dispatch console system is configured to support a wireline P25 CSSI connection to the RFSS core.
4.1.4.1	WIRELINE DISPATCH CONSOLE REQUIREMENTS	Informational	3	Comply; the proposed AcomNOVUS dispatch console system is configured to support the specified ten (10) wireline Dispatch Consoles located at the City of Roseville Dispatch Center.
4.1.4.1.1	WIRELINE DISPATCH CONSOLE COMPONENTS	Low	3	The proposed AcomNOVUS Dispatch console position components include a computer workstation, 23" flat panel display, trackball, footswitch, two headset jack boxes with wired headsets, four external speakers and instant recall recorder (IRR i.e. call-check). The proposed AcomNOVUS system will include all necessary cables, switches and all other hardware and software to meet the dispatch console portion of this RFP. Note that any third party CSSI interface license to the P25 RFSS core has not been included in Zetron's response.
4.1.4.2	WIRELINE DISPATCH CONSOLE COMPONENTS – OPTIONS	Low	3	The AcomNOVUS Dispatch Console can be configured to support touch-screen monitor operation as desired, optional pricing for this capability has been included. Each Dispatch console can be equipped with a desk microphone with a push-to-talk (PTT) button used to transmit; these are priced as an option. In addition AcomNOVUS can support AES-encryption on radio transmissions and this is provided as an additional cost option.
4.1.4.3	WIRELINE DISPATCH CONSOLE DISPLAY / AUDIO CAPABILITIES	High	3	The AcomNOVUS console system provides a highly configurable console user interface. Screen design provides customizable controls and attributes, similar in function to familiar and standard software user interface development environments. This flexibility allows an AcomNOVUS Dispatch console to be configured to support up to 8 pages of radio modules that contains up to 36 modules per page. Each radio module can be configured with conventional channel & / or talkgroup distinct individual names and independent volume controls.
4.1.4.4	WIRELINE DISPATCH CONSOLE PUSH-TO-TALK CAPABILITIES	Medium	3	The AcomNOVUS console system positions support the following operational features; a)Talkgroup and announcement calls b)Individual calls c) System all-calls d)Displays unit ID or alias e)Simultaneous transmissions priority override f)The AcomNOVUS console system provides a robust patching interface to allow interconnection of multiple radio resources. Each console has six patch and six conference groups available per console position. In addition AcomNOVUS also supports up to 200 Global Patches. The six console patch groups are not counted against the 200 available Global patches. g) Supergrouping (aka dynamic regrouping) is not currently a published feature in the CSSI standard. Once the feature is ratified and published Zetron will implement and provide this capability in our CSSI feature set. Once radio vendors begin to provide the dynamic regrouping feature in their CSSI implementation, Zetron will test the capability as part of our ongoing test processes. Note: Zetron has already implemented and deployed this P25 feature in a privileged interface to a P25 network vendor (Arbus) and is completing this capability for an EFlJohnson project that will be deployed this year. Once the CSSI standard is ratified is committed to providing a compliant Standards based supergrouping solution to our customers. h)AcomNOVUS can support a number of multi-select groups as required. i) The proposed AcomNOVUS system can be configured to handle emergency calls as required. Upon receipt of an emergency call, the radio channel line button switches to the emergency call color (typically red) and the button displays the incoming call PTT-ID. A pre-assigned emergency audible prompt is annunciated if programmed. The incoming emergency calls will be placed in the AcomNOVUS History Call Stack, once the calls are cleared. j) Radio Monitor is a standard CSSI feature available through the open standard console system interface and is supported by AcomNOVUS. k) The AcomNOVUS console position PC is equipped and connected to the network with a dual Ethernet ports. In the event of the loss of communications to the AcomNOVUS core the console position is notified. l) Each of AcomNOVUS console position can generate up to eight (8) distinct alert tones. m) AcomNOVUS is capable of supporting Two-Tone signaling. n) Channel-marker is a standard feature supported by AcomNOVUS. o)Cross-busy indication is supported by the proposed AcomNOVUS system.
4.1.4.5	WIRELINE DISPATCH CONSOLE OPERATIONAL FEATURES	High	2	

City of Roseville RFP Compliance Workbook

Vendor Name:		Zetron		
Section	Section Description	Priority	Proposer Response	Comments
4.1.4.6	WIRELINE DISPATCH CONSOLE INSTANT RECALL RECORDER	Medium	3	The AcomNOVUS features a standalone application Instant Recall Recorder (IRR) which provides call recording and playback capability. It is designed to augment voice recorders by providing a non-archiving recording system local to the operator. The playback is truly instant, and the ability to play back is not limited by the availability of the PC network or recording server. The application uses the local hard-drive in the PC for storage, record time allocation is configurable based on the needs. Once the allocated PC hard-drive memory has been filled the oldest recordings are recycled. However, a save feature can be used to retain any desired recording. Playback is initiated by selecting a call or calls from the list. Playback controls are very similar to other soft-buttons on PC media players which are shown on the console display screen.
4.1.4.7	WIRELINE DISPATCH CONSOLE TELEPHONE SYSTEM INTEGRATION	High	2	The proposed AcomNOVUS system includes a NENA compliant telephone radio headset interface (TRHI) for each position. When an operator answers an emergency call from the City's Viper phone system the off hook indication will trigger the TRHI to let the phone conversion pass through the headset and mutes the radio traffic. This interface effectively allows the dispatcher to switch between the AcomNOVUS system for radio calls and the 911 telephone system using the same headset to switch between the systems.
4.1.4.8	WIRELINE DISPATCH CONSOLE CONVENTIONAL CHANNEL INTERFACE REQUIREMENTS	Medium	3	The AcomNOVUS console system core will be provisioned to provide a minimum of thirty two (32) conventional 2-wire and/or 4-wire connections with tone remote capabilities to individual control stations. Note: Zetron assumes the control station radios are capable of decoding EIA tone remote keying sequences. If not, additional EIA tone adapters will be required that have not been included in the pricing.
4.1.4.9	WIRELINE DISPATCH CONSOLE CAD INTERFACE (OPTIONAL)	Low	2	<p>The AcomNOVUS system can be equipped with an application within the system called "Surveyor". Surveyor can communicate with the CAD system via XML protocol and can support the following CAD interface requirements of this RFP:</p> <ul style="list-style-type: none"> • Channel activity • Talkgroup ID • Radio ID • Radio status • Radio call-alert <p>The AcomNOVUS CAD interface will allow the CAD system to initiate a group call & unit ID call commands to the console.</p> <p>The AcomNOVUS console software can be hosted on a laptop via wired IP connection with a sound card utilized for audio on two channels and a USB headset for the dispatcher (optional pricing has been provided). This is to allow a position to be added locally or remotely to the system for management, maintenance access to monitor ongoing operations, or dispatching capabilities. The mobility console can do everything a standard Media Dock-equipped console can, with a few exceptions. The mobility console does not support the following:</p> <ul style="list-style-type: none"> • NENA phone integration • IRR integration • Headset detection for enabling Select speaker • Footswitch or other local I/O <p>The AcomNOVUS soft console applications is compatible with a standard laptop PC resolution and will operate in a Windowed environment as a Window and can be minimized.</p> <p>Voice Bandwidth* Per channel in each direction: 64kbps plus 16kbps overhead</p> <p>Data Bandwidth* Varies by activity, estimate 90Kbps needed per console</p>
4.1.4.10	SOFTWARE APPLICATION-BASED CONSOLE (OPTIONAL)	Low	3	

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Vendor Name:		Zetron		
Section	Section Description	Priority	Proposer Response	Comments
4.1.4.11	CSSI OPERATIONAL FEATURES	Medium	2	<p>Zetron has developed our CSSI interface based on the standards, we have also developed some "Radio Manufacturer Specific" features however; all features documented in the standards that are developed, are developed to the published standards.</p> <p>Features not supported:</p> <ul style="list-style-type: none"> • Airbus Privileged V2.06, V3.01 • E/RTT - Airbus Privileged • End-to-End Encryption (non-FIPS) • FIPS Encryption • Announcement and System Groups • Failsoft Mode • Supergrouping/dynamic regrouping • Radio Unit Monitor • Location information • Late Entry
4.1.4.12	DISPATCH CONSOLE - CONSOLE PROGRAMMING REQUIREMENTS	Low	2	<p>The proposed AcomNOVUS system will be equipped with Windows 8 PC software, cabling, and equipment to program and maintain the dispatch console system described in this RFP.</p> <p>Changes and updates to the AcomNOVUS console positions are performed by using the Acom Position Manager. The Acom Position Manager is a Zetron Windows application for administering the Acom</p> <p>VoIP Controller service on each console. Acom Position Manager can edit a new configuration derived from factory default settings, a previously saved configuration file, or currently used settings pulled from the local or any network-connected Acom Dispatch console. A configuration can also be pushed from Acom Position Manager to local or any network-connected Acom consoles.</p>
4.1.4.13	TECHNICAL REQUIREMENTS: SPARE EQUIPMENT	Low	2	A comprehensive set of spare parts to maintain and used for repairs will be included in the offer.
4.1.5	TECHNICAL REQUIREMENTS: LOGGING RECORDER SYSTEM	Informational	0	Not Applicable
4.1.5.1	VOICE LOGGING RECORDER REQUIREMENTS	Medium	0	Not Applicable
4.1.5.2	P25 RF SUBSYSTEM COMPLIANCE	Medium	0	Not Applicable
4.1.5.3	TECHNICAL REQUIREMENTS: SPARE EQUIPMENT	Low	0	Not Applicable
4.1.6	TECHNICAL REQUIREMENTS: PORTABLE SUBSCRIBER RADIOS	Informational	0	Not Applicable
4.1.6.1	PORTABLE SUBSCRIBER RADIO MODE OF OPERATION REQUIREMENTS	Low	0	Not Applicable
4.1.6.2	PORTABLE SUBSCRIBER RADIO VOCODER REQUIREMENTS	Low	0	Not Applicable
4.1.6.3	PORTABLE SUBSCRIBER NTPA ROADMAP	Low	0	Not Applicable
4.1.6.4	PORTABLE SUBSCRIBER RADIO P25 TRUNKING FEATURE REQUIREMENTS	High	0	Not Applicable
4.1.6.4.1	GROUP VOICE CALLS AND BROADCAST GROUP CALL	Medium	0	Not Applicable
4.1.6.4.2	EMERGENCY ALARM	Medium	0	Not Applicable
4.1.6.4.3	EMERGENCY GROUP CALL	Medium	0	Not Applicable
4.1.6.4.4	INDIVIDUAL VOICE CALL	Medium	0	Not Applicable
4.1.6.4.5	ANNOUNCEMENT GROUP CALL	Medium	0	Not Applicable
4.1.6.4.6	ALL CALL / SYSTEM CALL	Medium	0	Not Applicable
4.1.6.4.7	RADIO CHECK	Medium	0	Not Applicable
4.1.6.4.8	CALL ALERT	Medium	0	Not Applicable
4.1.6.4.9	RADIO UNIT INHIBIT/UNINHIBIT	Medium	0	Not Applicable

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Vendor Name:			Zetron		
Section	Section Description	Priority	Proposer Response	Comments	
4.1.6.4.10	AES ENCRYPTION (OPTIONAL)	Medium	0	Not Applicable	
4.1.6.4.11	REGISTRATION/ ROAMING	Medium	0	Not Applicable	
4.1.6.4.12	AFFILIATION	Medium	0	Not Applicable	
4.1.6.4.13	OVER-THE-AIR-REKEYING (OPTIONAL)	Low	0	Not Applicable	
4.1.6.4.14	RADIO AUTHENTICATION (OPTIONAL)	Low	0	Not Applicable	
4.1.6.4.15	GPS LOCATION (OPTIONAL)	Low	0	Not Applicable	
4.1.6.4.16	ALLOWABLE P25 ID REQUIREMENTS	Medium	0	Not Applicable	
4.1.6.5	NON-P25 TRUNKING FEATURE REQUIREMENTS	Low	0	Not Applicable	
4.1.6.5.1	OVER-THE-AIR REPROGRAMMING (OPTIONAL)	Low	0	Not Applicable	
4.1.6.5.2	DYNAMIC REGROUPING	Low	0	Not Applicable	
4.1.6.5.3	MAN-DOWN FUNCTIONALITY (OPTIONAL)	Low	0	Not Applicable	
4.1.6.5.4	PORTABLE RADIO TALKGROUP AUDIO RECORDING (OPTIONAL)	Low	0	Not Applicable	
4.1.6.5.5	PORTABLE SUBSCRIBER RADIO SCAN MODE REQUIREMENTS	Medium	0	Not Applicable	
4.1.6.6	PORTABLE SUBSCRIBER RADIO – RADIO PARAMETRIC REQUIREMENTS	Medium	0	Not Applicable	
4.1.6.7	PORTABLE SUBSCRIBER RADIO PROGRAMMING CAPACITY AND CAPABILITY REQUIREMENTS	Low	0	Not Applicable	
4.1.6.8	PORTABLE SUBSCRIBER RADIO CONNECTOR REQUIREMENTS	Medium	0	Not Applicable	
4.1.6.9	PORTABLE SUBSCRIBER RADIO – MODELS TO BE PROPOSED	Informational	0	Not Applicable	
4.1.6.9.1	PORTABLE SUBSCRIBER RADIO – DUAL-BAND PUBLIC SAFETY MODEL REQUIREMENTS	Medium	0	Not Applicable	
4.1.6.9.2	PORTABLE SUBSCRIBER RADIO – SINGLE BAND PUBLIC SAFETY MODEL REQUIREMENTS	Medium	0	Not Applicable	
4.1.6.9.3	PORTABLE SUBSCRIBER RADIO – SINGLE BAND PUBLIC SERVICE MODEL REQUIREMENTS	Medium	0	Not Applicable	
4.1.6.9.4	PORTABLE SUBSCRIBER RADIO – ENVIRONMENTAL REQUIREMENTS (APPLIES TO ALL TIERS)	High	0	Not Applicable	
4.1.6.9.5	PORTABLE SUBSCRIBER RADIO BATTERY AND BATTERY CHARGING REQUIREMENTS (APPLIES TO ALL TIERS)	Medium	0	Not Applicable	
4.1.6.9.6	PORTABLE SUBSCRIBER RADIO BATTERY INTRINSICALLY SAFE REQUIREMENTS (OPTIONAL)	Low	0	Not Applicable	
4.1.6.9.7	PORTABLE SUBSCRIBER RADIO BATTERY CHARGER UNIT REQUIREMENTS (APPLIES TO ALL TIERS)	Medium	0	Not Applicable	
4.1.6.10	PORTABLE SUBSCRIBER RADIO ACCESSORY REQUIREMENTS	Low	0	Not Applicable	
4.1.6.11	PORTABLE SUBSCRIBER RADIO – PROGRAMMING SECURITY	Low	0	Not Applicable	
4.1.6.12	PORTABLE SUBSCRIBER RADIO – AUTHENTICATION PROGRAMMING	Low	0	Not Applicable	
4.1.6.13	PORTABLE SUBSCRIBER RADIO PROGRAMMING REQUIREMENTS	Low	0	Not Applicable	

City of Roseville RFP Compliance Workbook

Vendor Name:			Zetron	
Section	Section Description	Priority	Proposer Response	Comments
4.1.7	TECHNICAL REQUIREMENTS: MOBILE SUBSCRIBER RADIOS	Informational	0	Not Applicable
4.1.7.1	MOBILE SUBSCRIBER RADIO MODE OF OPERATION REQUIREMENTS	Low	0	Not Applicable
4.1.7.2	MOBILE SUBSCRIBER RADIO VOCODER REQUIREMENTS	Low	0	Not Applicable
4.1.7.3	MOBILE SUBSCRIBER RADIO P25 TRUNKING FEATURE REQUIREMENTS	High	0	Not Applicable
4.1.7.3.1	GROUP VOICE CALLS AND BROADCAST GROUP CALL	Medium	0	Not Applicable
4.1.7.3.2	EMERGENCY ALARM	Medium	0	Not Applicable
4.1.7.3.3	EMERGENCY GROUP CALL	Medium	0	Not Applicable
4.1.7.3.4	INDIVIDUAL VOICE CALL	Medium	0	Not Applicable
4.1.7.3.5	ANNOUNCEMENT GROUP CALL	Medium	0	Not Applicable
4.1.7.3.6	ALL CALL / SYSTEM CALL	Medium	0	Not Applicable
4.1.7.3.7	RADIO CHECK	Medium	0	Not Applicable
4.1.7.3.8	CALL ALERT	Medium	0	Not Applicable
4.1.7.3.9	RADIO UNIT INHIBIT/UNINHIBIT	Medium	0	Not Applicable
4.1.7.3.10	AES ENCRYPTION (OPTIONAL)	Medium	0	Not Applicable
4.1.7.3.11	REGISTRATION/ ROAMING	Medium	0	Not Applicable
4.1.7.3.12	AFFILIATION	Medium	0	Not Applicable
4.1.7.3.13	OVER-THE-AIR REKEYING (OPTIONAL)	Low	0	Not Applicable
4.1.7.3.14	RADIO AUTHENTICATION (OPTIONAL)	Low	0	Not Applicable
4.1.7.3.15	GPS LOCATION (OPTIONAL)	Low	0	Not Applicable
4.1.7.3.16	ALLOWABLE P25 ID REQUIREMENTS	Medium	0	Not Applicable
4.1.7.4	NON-P25 TRUNKING FEATURE REQUIREMENTS	Low	0	Not Applicable
4.1.7.4.1	OVER-THE-AIR REPROGRAMMING (OPTIONAL)	Low	0	Not Applicable
4.1.7.4.2	DYNAMIC REGROUPING	Low	0	Not Applicable
4.1.7.4.3	MOBILE SUBSCRIBER RADIO SCAN MODE REQUIREMENTS	Low	0	Not Applicable
4.1.7.5	MOBILE SUBSCRIBER RADIO – RADIO PARAMETRIC REQUIREMENTS	Low	0	Not Applicable
4.1.7.6	MOBILE SUBSCRIBER RADIO PROGRAMMING CAPACITY AND CAPABILITY REQUIREMENTS	Medium	0	Not Applicable
4.1.7.7	MOBILE SUBSCRIBER RADIO CONNECTOR REQUIREMENTS	Medium	0	Not Applicable
4.1.7.8	MOBILE SUBSCRIBER RADIO PHYSICAL CONSTRUCTION REQUIREMENTS	Low	0	Not Applicable
4.1.7.9	MOBILE SUBSCRIBER RADIO – MODELS TO BE PROPOSED	Informational	0	Not Applicable
4.1.7.9.1	MOBILE SUBSCRIBER RADIO – DUAL-BAND PUBLIC-SAFETY MODEL REQUIREMENTS	Medium	0	Not Applicable
4.1.7.9.2	MOBILE SUBSCRIBER RADIO – DUAL-BAND PUBLIC-SAFETY (DUAL-CONTROL HEAD) MODEL REQUIREMENTS	Medium	0	Not Applicable
4.1.7.9.3	MOBILE SUBSCRIBER RADIO – SINGLE BAND PUBLIC-SAFETY (DUAL-CONTROL HEAD) MODEL REQUIREMENTS	Medium	0	Not Applicable
4.1.7.9.4	MOBILE SUBSCRIBER RADIO – SINGLE BAND PUBLIC-SAFETY MODEL REQUIREMENTS	Medium	0	Not Applicable
4.1.7.9.5	MOBILE SUBSCRIBER RADIO –PUBLIC-SAFETY MOTORCYCLE MODEL REQUIREMENTS	Medium	0	Not Applicable

City of Roseville RFP Compliance Workbook

Vendor Name:		Zetron		
Section	Section Description	Priority	Proposer Response	Comments
4.1.7.9.6	MOBILE SUBSCRIBER RADIO – SINGLE BAND PUBLIC SERVICE MODEL REQUIREMENTS	Medium	0	Not Applicable
4.1.7.9.7	MOBILE SUBSCRIBER RADIO – ENVIRONMENTAL REQUIREMENTS	High	0	Not Applicable
4.1.7.10	MOBILE SUBSCRIBER RADIO – PROGRAMMING SECURITY	Medium	0	Not Applicable
4.1.7.11	MOBILE SUBSCRIBER RADIO PROGRAMMING REQUIREMENTS	Low	0	Not Applicable
4.1.8	TECHNICAL REQUIREMENTS: CONTROL STATION EQUIPMENT	Medium	0	Not Applicable
4.1.8.1	CONTROL STATION RADIO REQUIREMENTS	Medium	0	Not Applicable
4.2	SITE POWER AND RACKING REQUIREMENTS	Informational	0	Not Applicable
4.2.1	SITE POWER REQUIREMENTS	Informational	0	Not Applicable
4.2.1.1	SITE POWER REQUIREMENTS FOR SYSTEM CORE EQUIPMENT	Informational	0	Not Applicable
4.2.1.2	SITE POWER REQUIREMENTS FOR RF SUBSYSTEM SITES	Medium	3	Comply
4.2.2	EQUIPMENT RACK REQUIREMENTS	Informational	3	
4.2.2.1	RACK REQUIREMENTS	Low	3	Comply
4.2.2.2	MOUNTING REQUIREMENTS	Low	3	Comply
4.3	SITE WORKMANSHIP REQUIREMENTS	Informational	3	Understood
4.3.1	DAMAGES	Medium	3	Comply as it relates to the dispatch console equipment.
4.3.2	ACCEPTABLE STANDARDS	Medium	3	Comply as it relates to the dispatch console equipment.
4.3.3	GENERAL GROUNDING AND CABLING REQUIREMENTS	Medium	3	Comply as it relates to the dispatch console equipment.
4.3.4	PUNCH BLOCK REQUIREMENTS	Medium	3	Comply as it relates to the dispatch console equipment.
4.3.5	CABLE LABELING REQUIREMENTS	Medium	3	Comply as it relates to the dispatch console equipment.
4.3.6	CABLE ROUTING REQUIREMENTS	Medium	2	Comply as it relates to the dispatch console equipment. Zetron shall be responsible for providing cabling within our controller cabinet and within the console position. Cabling between the controller and building MDF and LAN cabling between controller and console positions shall be provided by others.
4.3.7	LIGHTNING SUPPRESSION REQUIREMENTS	Medium	0	Not Applicable
4.3.8	RACK ACCESS AND GROUNDING REQUIREMENTS	Medium	3	Comply as it relates to the dispatch console equipment.
4.3.9	INITIATION AND COMPLETION OF WORK REQUIREMENTS	Medium	3	Comply as it relates to the dispatch console equipment and installation services.
4.4	PROJECT DEPLOYMENT REQUIREMENTS FOR SERVICES	Medium	3	Comply as it relates to the dispatch console equipment and installation services.
4.4.1.1	PROJECT MANAGEMENT SERVICES	Medium	3	Comply as it relates to the dispatch console equipment and installation services.
4.4.1.2	LICENSING SUPPORT SERVICES	Medium	0	Not Applicable
4.4.1.3	FREQUENCY PLANNING SERVICES	Medium	0	Not Applicable
4.4.1.4	TOWER ANALYSIS AND SERVICES	Medium	0	Not Applicable
4.4.1.5	SYSTEM CUTOVER SERVICES AND CUTOVER PLAN	Medium	3	Comply as it relates to the dispatch console equipment and installation services.
4.4.1.6	FLEET MAPPING SERVICES	Medium	0	Not Applicable
4.4.1.7	STAGING SERVICES	Medium	3	Comply as it relates to the dispatch console equipment and installation services.
4.4.1.8	FIELD IMPLEMENTATION & OPTIMIZATION SERVICES	Medium	3	Comply as it relates to the dispatch console equipment and installation services.
4.4.1.9	SYSTEM TESTING AND ACCEPTANCE SERVICES	High	3	Comply as it relates to the dispatch console equipment and installation services.
4.4.1.10	PORTABLE SUBSCRIBER RADIO IMPLEMENTATION SERVICES	High	0	Not Applicable
4.4.1.11	MOBILE SUBSCRIBER RADIO IMPLEMENTATION SERVICES	High	0	Not Applicable
4.4.1.12	TRAINING SERVICES	Medium	3	Comply as it relates to the dispatch console equipment and installation services.

City of Roseville RFP Compliance Workbook

Vendor Name:			Zetron	
Section	Section Description	Priority	Proposer Response	Comments
4.4.1.13	DOCUMENTATION SERVICES	Medium	3	Comply as it relates to the dispatch console equipment.
4.4.1.14	SERVICES – PROJECT MANAGEMENT PLAN	Medium	2	Please refer to TAB C Qualifications of Team document
4.4.1.15	INTEROPERABILITY TESTING (OPTIONAL)	Critical	3	Comply as it relates to the dispatch console equipment interfacing via P25 CSSI.
4.4.1.16	INTEROPERABILITY TESTING SUPPORT (OPTIONAL)	Critical	2	Comply as it relates to the dispatch console equipment interfacing via P25 CSSI.
4.5	SYSTEM SUPPORT AND MAINTENANCE REQUIREMENTS	Informational	3	Comply as it relates to the dispatch console equipment.
				Comply as it relates to the dispatch console equipment. Please refer to the information on Zetron's Gold Maintenance Service Plan for details about our proposed offer. Zetron does not offer a support website. Zetron has local authorized service representatives (for example, Silke Communications), to provide on-site technical support. Per Clause 4.5.6, should the City take on a self-maintaining role, the Gold Maintenance Service Plan costs can be reduced, per the pricing table.
4.5.1	INFRASTRUCTURE SUPPORT & MAINTENANCE GENERAL REQUIREMENTS	Medium	2	Comply as it relates to the dispatch console equipment.
4.5.2	SYSTEM WARRANTY	Medium	3	Comply as it relates to the dispatch console equipment.
	INFRASTRUCTURE SUPPORT & MAINTENANCE REQUIREMENTS – OPTIONAL SERVICES			
4.5.3	REQUIREMENTS – OPTIONAL SERVICES	Low	3	Comply as it relates to the dispatch console equipment.
	SUBSCRIBER RADIO SOFTWARE UPDATE REQUIREMENTS	Medium	0	Not Applicable
4.5.4	SUBSCRIBER SUPPORT & MAINTENANCE REQUIREMENTS	Medium	0	Not Applicable
4.5.5		Medium	0	Not Applicable
				Comply as it relates to the dispatch console equipment. For an AcominOVUS system of this size and complexity Zetron would recommend at a minimum one non-dedicated trained technician to be available to support the AcominOVUS console system. In practice, due to personnel scheduling and labor policies this may require several non-dedicated technicians to be trained such that 7x24 coverage can be provided. Per Clause 4.5.1, should the City take on a self-maintaining role, the Gold Maintenance Service Plan costs can be reduced, per the pricing table.
4.5.6	SELF-MAINTAINED SUPPORT REQUIREMENTS	High	2	
	PRODUCT AVAILABILITY AND LIFECYCLE SUPPORT REQUIREMENTS	Informational	3	Understood
4.6				
4.6.1	PRODUCT SHIPPING STATUS REQUIREMENTS	High	3	Comply as it relates to the dispatch console equipment.
4.6.2	PRODUCT AVAILABILITY REQUIREMENTS	Medium	3	Comply as it relates to the dispatch console equipment.
4.6.3	PRODUCT LIFECYCLE SUPPORT REQUIREMENTS	Medium	3	Comply as it relates to the dispatch console equipment.
5	ASSURANCE OF DESIGNATED PROJECT TEAM	Medium	2	Please refer to TAB C Qualifications of Team document
6	PROPOSAL FORMAT REQUIREMENTS	Compulsory	3	Comply
7	SUBMITTAL INSTRUCTIONS	Compulsory	3	Comply
8	EVALUATION CRITERIA	Compulsory	3	Comply
9	SELECTION PROCESS	Compulsory	3	Comply
10	GENERAL TERMS & CONDITIONS	Compulsory	3	Comply

SCHEDULE D
SOLUTION ARCHITECTURE

ZETRON, INC.

Response to City of Roseville, CA
Response for Proposals
800MHz Radio System Replacement

TAB D: Solution Architecture

March 2, 2017

City of Roseville, CA Dispatch Consoles

Console System Overview

The AcomNOVUS console system proposed for City of Roseville, CA, consists of a single AcomNOVUS core at the City of Roseville Dispatch Center.

The AcomNOVUS Core consists of Media Controller Servers (MCS) and Infrastructure Gateway (IG) servers. The system components are deployed in a redundant configuration to maximize up-time and prevent a single point of failure from compromising operation. This configuration includes servers deployed in pairs to host redundant services and withstand a server or service fault. It also includes a network switch stack with redundant links to each server. The individual AcomNOVUS console positions and various communication gateways are connected to portal services hosted in the Acom Core over IP networks.

Communications to external resources are configured as:

- P25 RFSS CSSI voice paths will be made through the redundant Infrastructure Gateway (IG) servers, augmented with the standard CSSI interface feature set.
- Conventional radio, and control station interfaces will be provided through the Acom Radio Gateways (ARGs).

System Configuration

The Zetron proposal includes Acom full feature console positions with advanced dispatcher capabilities. It also includes all AcomNOVUS core equipment needed to interface to external communication resources, as well as management hardware and software to manage and configure the system and console positions (as specified below).

Console Positions

Each of the ten (10) full feature console positions consists of:

- One (1) x PC workstation with one (1) 22" Touch Screen monitor for running the ACS console application. (Larger screen sizes are available if required).
- One (1) x Acom Media Dock XS.
- Four (4) x Zetron Acom speakers with individual volume controls (1 x Select and 3 x Monitor).
- Two (2) x Headset jack boxes (dual-prong interface for headset control with dual volume controls).
- One (1) x Footswitch.
- One (1)x Desktop Microphone
- One (1) x Acom Console Software (ACS) application with Pro Console license. This includes the following feature licenses:
 - Base Acom Console License
 - Advanced Radio Control License
 - Tone Signaling / Paging Feature Set License
 - Telephony Feature Set License
 - Call System License

- Auxiliary I/O License
- Integrator IRR Client License

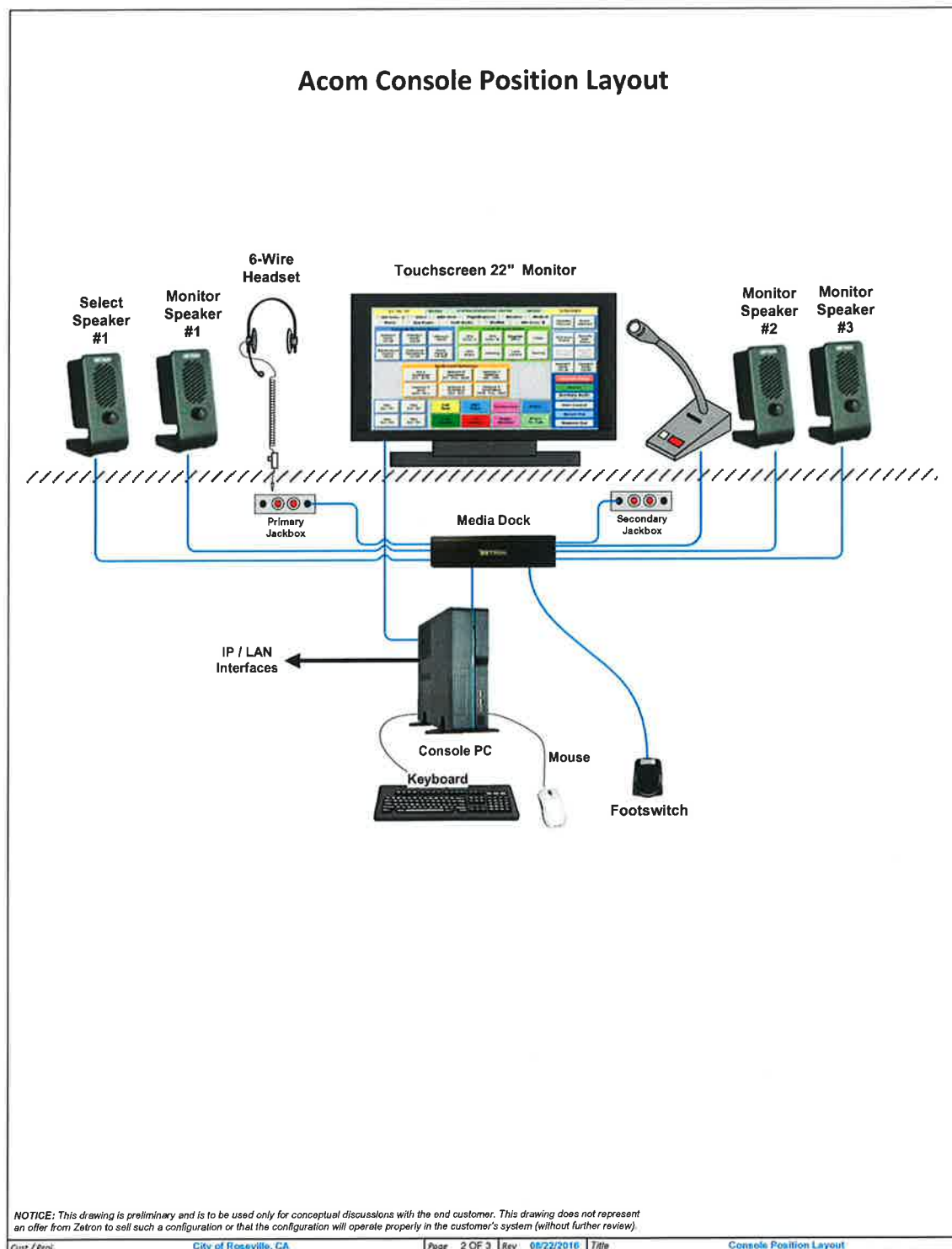
AcomNOVUS Core Equipment

The AcomNOVUS Core equipment at the City of Roseville Dispatch Center location consists of:

- Media Controller Servers (MCS) and applicable software, which provides console management, control and supports up to 25 x console connections.
- Infrastructure Gateway (IG) servers and applicable software, which supports twenty (20) CSSI talkpaths.
- Licenses for AES Encryption at each console.
- AcomNOVUS Surveyor Network Management System (NMS) server for system configuration and operational monitoring and reporting.
- Thirty (30) conventional radio channel control station interfaces supported by fifteen (15) Acom Radio Gateways.
- Five (5) Acom Radio Gateways to interface with up to ten (10) EF Johnson VM600 control stations (control stations to be supplied, installed, configured and maintained by EFJohnson).
- One (1) Acom Pathway DFSI Gateway to interface to a DFSI base station/repeater (base station/repeater to be supplied, installed, configured and maintained by Roseville).
- Seventy-one (71) SIP logging recorder outputs supported by AcomNOVUS Media Controller (MCS) Server.
- One (1) week console integration and Interoperability testing at EFJohnson headquarters.

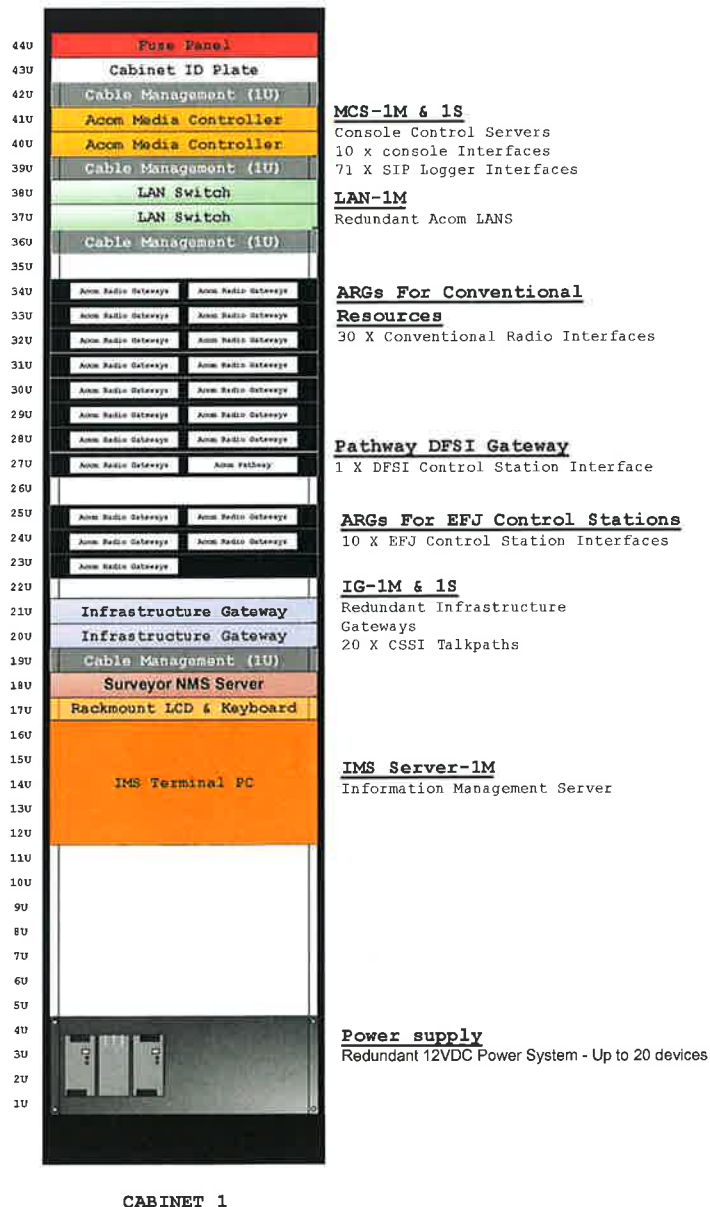
System Diagrams are shown on the following pages.

Console Position Layout



Backroom Equipment

City of Roseville, CA Cabinet Elevation



NOTICE: This drawing is preliminary and is to be used only for conceptual discussions with the end customer. This drawing does not represent an offer from Zetron to sell such a configuration or that the configuration will operate properly in the customer's system (without further review).

Cust / Proj City of Roseville, CA Page 3 OF 3 Rev 08/22/2016 Title Back Office Hardware

AcomNOVUS General Overview

Introduction to AcomNOVUS

The Acom Advanced Communications NOVUS system is a digital end to end IP solution that represents the best value, next generation console dispatch technology for mission-critical applications. AcomNOVUS sophisticated digital architecture integrates voice (radio and telephone), I/O and data, to provide unmatched flexibility and ease of use when it comes to resource management, all combined on a scalable server platform core.

Running on top of industry standard IP networks, the AcomNOVUS system can provide interfaces and control to both locally connected, as well as geographically remote resources. Using ultra reliable Commercial-Off-The-Shelf (COTS) server technologies running off of a Linux operating environment, the AcomNOVUS system provides a scalable solution for small to large dispatching needs. In mission-critical settings, AcomNOVUS can be configured for local and geographic redundancy, guaranteeing the highest levels of system availability and reliability. AcomNOVUS is the ideal solution for primary dispatch facilities, consolidating dispatch facilities, creating back-up or remote dispatch capabilities and interfacing to new and legacy communications systems.

The AcomNOVUS console system can scale efficiently from a single to hundreds of dispatch positions either centrally located or distributed over multiple communication centers. With AcomNOVUS, communication centers located in different geographical areas can be networked to provide distributed switching and wide area control for improved efficiency, greater operational effectiveness, and maximum security and reliability.

AcomNOVUS Windows®-based consoles are highly configurable and offer intuitive, easy-to-use interfaces that can be easily tailored to provide mission-specific functionality.

AcomNOVUS guarantees exceptional performance, superior network connectivity, and cost-effective evolution to satisfy the requirements of dispatch communication centers today and into the future. AcomNOVUS systems are intended to provide communication capabilities for mission-critical dispatching worldwide, including public safety, aviation, utilities, railway and highway command headquarters, military/defense command centers, and maritime communications centers.

A. AcomNOVUS Technology

The key elements of the AcomNOVUS technology are grouped into four main categories:

Switching Infrastructure

These are the components that manage the transport, routing, and interfacing of all communications resources.

User Interface

The AcomNOVUS Console Software (ACS) provides operators access to system resources. The AcomNOVUS System Manager (ASM) is used for system configuration, diagnostics, and maintenance.

Network Architecture

The IP transport structure that allows multiple locations, and their resources to be networked using T1/E1, optical fiber, microwave, or other link technologies over IP.

System Architecture

The building blocks that are used to create an AcomNOVUS dispatch console system, including the Media Controller Server (MCS), AcomNOVUS Console positions, the Zetron Infrastructure Gateway (IG) and any number of other resource interface gateways, operating on a wide range of industry standard interfaces and protocols.

Console Positions

The AcomNOVUS Console Software (ACS) gives operators access to system resources. Connections from the ACS to the MCS are provided through Ethernet links between the console and MCS server. For redundancy multiple connections can be provided to both a primary and backup MCS servers.

System Resource Interfaces

Connections to the different resources, voice (radio and telephone), I/O and data, available to the system is accomplished differently depending on the type of interface available from a resource. Modern digital technologies such as P25, DMR and SIP that already utilize IP are connected to the AcomNOVUS system through IP connections via switches or routers. Legacy non-IP resources are converted to IP through AcomNOVUS interface gateways. Once converted the information between the resource and the AcomNOVUS consoles use the same IP transport as digital resources. Specialized AcomNOVUS gateway applications provide communication and control between the AcomNOVUS system and its resources.

B. AcomNOVUS General Functions

AcomNOVUS dispatch communications systems provide a wide range of capabilities, including:

- Radio dispatch
- Call taking
- PABX access
- PSTN access
- VoIP
- Hotlines, intercom, and public address
- Trunked radio interfaces and protocols
- Network (LAN/WAN) interfaces and protocols
- Patching and conferencing
- Automatic call distribution (ACD)
- Embedded HTML/PDF browser
- Paging
- Selective calling (SELCAL)
- Interactive voice response (IVR)
- Recorded voice announcement (RVA)
- Instant recall recorder (IRR)
- Closed-circuit television (CCTV) via web streaming
- Simple network management protocol (SNMP)
- XML CAD interface
- Alarm monitoring
- Channel monitoring

- Voice logging
- Remote control and management
- Efficient integration of radio, telephony and other communication resources
- Advanced digital conferencing scenarios available for radio and telephone

C. Customized Configurations

Each AcomNOVUS system is uniquely tailored for each customer. While a range of “off-the-shelf” functionality and hardware modules are used, the architecture is very flexible and permits extensive, yet cost-effective customization.

D. Compatible with Diverse Radio and Telephony Standards

A powerful range of interfaces to third party equipment and systems provides the foundation for building a highly integrated and resilient system. Solutions combining mobile radio (Conventional, DMR, Tetra, P25 (CSSI, DFSI), iDEN, SmartNet/SmartZone, NEXEDGE OpenSky), telephony (SIP, E1, T1, ISDN PRI, CAS, PABX, PSTN and specialized telephony interfaces) can be integrated with AcomNOVUS.

E. Operator Workload Optimized

With the AcomNOVUS technology the different control functions of a complex, multi-channel communications system are presented in a uniform, convenient, and intuitive manner to ensure maximum operator efficiency and effectiveness. Human interface characteristics are optimized to reduce operator workload and provide functions specific to a user’s functional domain.

- PC-based operator positions provide full-color, graphical presentation of commands and controls that are familiar, precise, and easy to use.
- Features and parameters are fully user-programmable to allow customization, modifications, and changes by appropriate personnel.
- Functions are controlled by touch screen and a standard mouse or trackball. A full range of peripherals assist the operator in handling multiple sources of inputs and outputs.

F. Scalable and Upgradeable

The AcomNOVUS Advanced Communication System is an integrated family built on a foundation of COTS hardware and software modules that combine to deliver cost-effective, scalable solutions for both voice and data networks. Specialized hardware and software provide cost effective methods of interfacing into non-digital radio and telephone resources. This modular architecture allows for economical system expansion while software designs allow for enhancement and simplified migration to incorporate future capabilities.

G. Capable of Reconfiguration and Maintenance

AcomNOVUS allows fast and safe reconfiguration to permit any operator to undertake any role. Support systems are available to provide on-line diagnostics and efficient reconfiguration management.

System Architecture

The flexibility, expandability, and scalability of the AcomNOVUS system architecture are among its greatest strengths. AcomNOVUS systems are created from the core building blocks of its technologies to provide virtually any system capacity, functionality, and configuration required. In addition to the Media Controller

core, these building blocks include the AcomNOVUS Console Position, Resource Gateways, and the interfaces and protocols that allow AcomNOVUS to communicate with a wide range of communications devices and systems.

A. Media Controller Server (MCS)



The AcomNOVUS Advanced Communications System is first and foremost an integrated digital platform that allows operators access to voice and data circuits in the system (subject of course to administrative control).

The Media Controller Server is the building block of the AcomNOVUS platform. Its primary function is to manage and control the connections between console positions and resources available to the system in an efficient and information rich manner.

The MCS operates on commercially available servers. Depending on operational needs the MCS can provide redundant fault tolerant configurations for mission critical operation. These servers can be sized based on system console loading requirements, such as the number of consoles in the system, and user reliability and availability needs. IP connections are established to consoles and resource gateways. Software applications within the server perform management of connections, building and management of call paths, and management and configuration of the server itself

The software applications operating in a typical controller include:

Console Communications

The console communication software manages the communication and features of connected AcomNOVUS consoles. When operating in fault tolerant redundant configurations, the application in separate servers, communicates with the primary and secondary Ethernet connections to the console.

Resource Communications

The console resource communication software manages and controls communication with resources connected to the console. It is responsible for maintaining link synchronization with resource gateways and controlling when a requested resource is routed to a console position.

Media Controller Function

The Media Controllers are also responsible for building and binding communication paths between consoles and resources. This binding may also occur when inter-console communication occurs between dispatchers. The MCS builds links when requested and handles any arbitration that may occur.

System Management

System management handles the configuration and management of the MCS. This is accomplished via an external web browser operating on an external client PC. The MCS contains its own internal web server that facilitates this communication.

B. Infrastructure Gateways (IG)

Infrastructure Gateways manage external resources and allow the protocols and interfaces used by these devices to be converted to the common AcomNOVUS communication and control protocol. Depending on the resource type, the gateway may operate on a server platform or it may utilize more customized hardware designed to connect to a specific resource type. Multiple interface types can be supported on an IG, provided server loading and processing limits are followed.

P25 Console SubSystem Interface (CSSI)

Communication with Project 25 (P25) trunked system is accomplished through the industry standard P25 CSSI interface. The CSSI gateway operates on server hardware. The AcomNOVUS solution implements the CSSI per applicable P25 standards that allow radio systems from various vendors to interface with the AcomNOVUS console system. The specification provides for different voice communication call types, the ability for the dispatcher to control radios, and both clear (unencrypted) and secure (encrypted) communication between radio users and the AcomNOVUS system.

Secure Project 25 Communications

The AcomNOVUS system supports both AES and DES P25 encryption standards

C. AcomNOVUS Radio Gateways (ARG)



The AcomNOVUS Radio Gateway (ARG) is used to connect radio resources to the MCS through an IP network. They convert audio and control data into IP packets and vice versa, enabling the data to pass back and forth between the radios and dispatcher positions. Each AcomNOVUS Radio Gateway manages up to two channels.

When an ARG data path travels across a Wide Area Network (WAN) the IP packets are managed by Radio Portal servers. These servers allow ARG data to travel across multiple LANs via a WAN.

Radio Interfaces

- Project 25 (CSSI, DFSI)
- DMR
- iDEN
- OpenSky
- SmartNet/SmartZone
- Conventional
- NEXEDGE
- MPT1327
- Tetra
- EDACS

Signaling Protocols

- Tone remote control
- SELCAL
- DTMF
- MDC600
- GStar
- VoIP
- Paging
- VOX detect
- MDC1200

Paging Protocols

- Quick Call I
- Quick Call II
- MDC1200 Selective Call
- Trunking Call Alert
- Dual-tone Multi-frequency (DTMF) using (FSK-NRZ)

Telephony Protocols

- SIP
- E1/T1 CAS
- 2-and 4-wire E&M
- E1/T1 ISDN PRI
- POTS
- E1 QSIG

Data Protocols

- Ethernet
- RS232/422/485
- NTP

A. AcomNOVUS Console Position

AcomNOVUS console workstations are used by dispatch operators, call takers, and/or supervisors to provide direct communications, patching, conferencing, signaling (e.g. paging), and messaging to the field resources under their command and control.

Each AcomNOVUS workstation consists of a Windows based personal computer equipped with a flat panel LED or LCD monitor and various control devices such as keyboard, mouse, and trackball. Monitors may be fitted with capacitive touchscreen technology that ensures problem free operation for the life of the monitor and allows the console to be operated without the need for mouse or trackball. The console has two modes of operation to which it can be configured, using the AcomNOVUS Console Design Software. In the more traditional mode the console has a device known as the Media Dock connected via a USB interface. The Media Dock provides connectivity for all peripheral devices that allow the dispatch operator to effectively interact with the field resources.

These devices include

- Up to two jackboxes and associated headsets, wired or wireless, with or without PTT
- Up to four (4) purpose built mission critical Zetron speakers, one (1) for Select audio and the remaining for Monitored audio. Each speaker is rated to 5W with a ruggedized design that includes a volume control and voice activation LED. Up to eight (8) speakers can be connected to a console position with the addition of a second Media Dock.
- Footswitch
- Local I/O that can be used to activate functions on the console or can be used to drive lamp towers at the console desk to indicate the status of the operator.
- Local Telephone port to allow a desk phone from any parallel telephony system to utilize the same headset.
- Auxiliary Audio I/O to allow a local or remote input or output
- Instant Recall Recorder (IRR) capability

In conjunction with the Media Dock and configured with the Console Configuration Tool, audio-routing scripts based on open-standard XML provide custom audio-routing capabilities unique to each AcomNOVUS deployment. The system places the audio routing into a scripting engine that allows custom audio-routing profiles to be loaded dynamically into the Media Dock. As a result, any audio input can be directed to any audio output or have audio levels automatically adjusted based on the operator's console selections. This

means each deployment's audio switching requirements can be met through system configuration rather than hard coding.

Remote Console Positions

By removing the Media Dock from a position, a console can be operated in a more mobile fashion. This mode allows a console to be operated on either a laptop or tablet. Typical applications of this configuration could be deployment in mobile command or temporary dispatch operations. This configuration only offers a single audio routing option, due to the removal of the media dock. A remote console can be made functional by providing an IP connection and a USB connected headset or using a laptops build-in speakers and microphone. A console operating in this environment will still provide the user with the full console feature set the system has to offer.



Figure 1 Remote AcomNOVUS Tablet Console Position

Supervisor Console Positions

AcomNOVUS provides advanced functionality that, although can be implemented at any console, are usually reserved for use by shift leads or supervisors. These features include:

- Acknowledging system alarms

Clicking an alarm button displays an Alarm Log window, which shows information about active alarms. If an alarm is active it can be acknowledged by performing an Alarm Acknowledgement. This action does not clear the alarm, it merely lets the system know that someone is aware that the alarm is active so it can be processed and resolved.

- Intruding on an operator's call

Intruding on a console allows the supervisor to coach the console operator while listening in to their calls. The intruded console and the intruding console can communicate openly, the intruding (supervisor) console can hear all of the console operator's calls but cannot be heard by any of them.

- Overriding an operator's PTT

This feature enables a PTT from the supervisor's console to override an operators' PTT. This allows the supervisors to interrupt calls and take control of a channel.

- Radio Disable

This feature allows a console operator to stun or revive a mobile radio from a console position.

AcomNOVUS Console Configurations Overview

AcomNOVUS provides user flexibility in how console positions are used and configured. AcomNOVUS provides three different dispatch position configurations intended to address user needs. The configuration provided full feature operation, mobility, and advanced dispatcher capabilities. These positions are:

Console Position Type	Position Capabilities
Feature Mode Console Positions	This is a console position built on a COTS PC platform with Zetron provided interface and audio processing equipment. A feature mode console provides the full range of features and functionality to dispatch operators
Remote Console Position	A remote console position is an AcomNOVUS console running on a laptop or tablet computer. It can reside almost anywhere providing an IP network connection can be established between the mobile console and the AcomNOVUS core network. A mobile console position does not require the Zetron specific audio and interface hardware. It can be operated with a simple USB Microphone / Headset. Because no external hardware is required the console is limited to only two speakers
Supervisor Position	A supervisor position provides additional capabilities not found in a Feature Mode or Remote console position. These extra features are provided through software programming. Accessing supervisor features is provided to user having proper permission levels at login. Because these capabilities are provided by software any position can be used as a supervisor position based on proper user permissions.

Dynamic Resource Management

AcomNOVUS gives dispatchers dynamic control over the radio and telephone resources that appear on their screen. Through a simple drag-and-drop procedure or by selecting a button, dispatchers can add or remove telephone and radio resources to or from their screens as the situation demands. As a result, consoles can be modified quickly and easily in response to unexpected incidents, emergencies and dispatchers' changing needs.

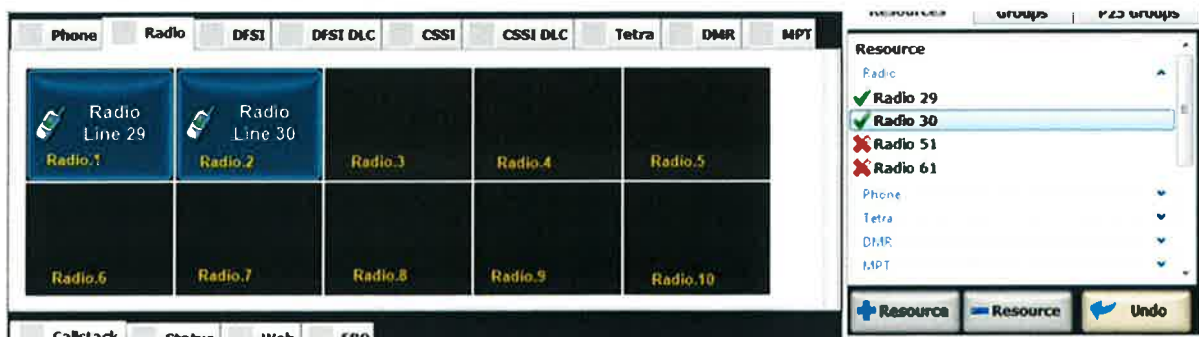


Figure 2 AcomNOVUS Console Screen Resource Button Example

The AcomNOVUS Console Software provides operators with a wide range of programmable functions, such as:

- Radio and telephone queues with priority queuing
- Call history display
- Patching and conferencing
- Channel Select
- Working groups
- Answer next
- Hold
- Dial
- Memory (Speed) Dial
- Last number redial (LNR)
- Transfer
- Call Forward
- Conference
- Mute
- Clear
- Transmit (PTT)
- Transmit All
- Instant Transmit
- Automatic calling and streaming video display through HTML hyperlinks
- HTML pages for document display
- SELCAL
- Fully programmable paging
- Full duplex direct and addressable intercom
- Audio level controls
- Control of auxiliary relays (doors, alarms, etc.)
- Utility Audio (TV, commercial radio, etc.)
- Configuration management

AcomNOVUS Call Stacks

Call Stacks are interactive lists of calls which are filtered, sorted, and color coded based on specified criteria. They can be created to manage radio, intercom, and phone calls. It is a filtered view of the global call system in the AcomNOVUS switch that records all phone, radio, and intercom activity. Interacting with a Call Stack can be done with a mouse or dedicated function buttons. Call Stacks are updated automatically showing activity and status of assigned calls.

Through Call Stacks you can answer, acknowledge, end, or initiate call back to a radio unit or phone number associated with the call. Data calls can also be documented and acknowledged through the Call Stack. The Call Stack serves as an interactive record of sent and received console calls.

The call stack can be configured to display only information deemed important to users about a call. Information displayed can be labeled according to a user's preference. The presentation of information is based on configurable parameters:

- Filter: used to specify which calls should be displayed in a stack
- Sort: calls can be sorted by information in any Call Stack data column
- Color Display: information can be color coded based on a call's attribute status
- Sound: Sounds can be generated to notify an operator, regarding a call's status.
The sound can be generated once at an interval

<input type="checkbox"/> P25 Call Alert	<input type="checkbox"/> P25 Emergency Alarm	<input type="checkbox"/> P25 Mobile Status
<input type="checkbox"/> P25 Short Messages	<input type="checkbox"/> Activity Queue	<input type="checkbox"/> Phone Queue

UP	DOWN	OK	CLEAR	DELETE
----	------	----	-------	--------

Time	Number	Talk Group	Line	Mode
16:08:17	856488	Trunk Group 4	Line 13	Normal
16:08:02	5050000900000199		Radio 260	Normal
16:07:35	5050000900000199	200011	Radio 260	Normal
16:06:12			PABX Line 16 (ext 297)	Emergency
16:04:31			PABX Line 14 (ext 294)	Normal

Figure 3 Call Manager Call Stacks Overview

AcomNOVUS Information Management System - Surveyor

Surveyors logs alarms, operator events, and call detail records into a database and provides real-time views in addition to an extensible reporting engine to review the data. Surveyor is a Windows service that collects event data from the AcomNOVUS over IP communications, and stores the collected alarm and MIS data into a SQL Server database. Surveyor hosts a web configuration page for managing the connections as well as accessing web reports.

Surveyor is connects into the AcomNOVUS system, over the IP network, through this interface it collects fault data and call detail data as they occur. Multiple collection points can be provided. This provides redundancy to continue collecting data in the case of a system fault.

When redundant collection points are in place, events are collected simultaneously and duplicates are discarded. Surveyor processes the data and writes records to a SQL Server database. MS SQL Server has a rich feature-set beyond Surveyor that IT groups may appreciate. The database can be queried to generate reports based on user-specified parameters. The database may be on the same machine as Surveyor or another that can be reached via IP. Data base management can be an automated process to prevent filling the hard drive. Ad-hoc purges may also be performed from the Surveyor web interface.

Beyond the real-time alarm and console status, Surveyor provides some reports for querying long term system activity. Reports are written in the Report Definition Language, an open format for defining the presentation of report data. A suite of reports are included in the Surveyor installation, and further user-created reports could be added using the MSRS Business Intelligence tools and MS Reporting Services web tool provided with MS SQL Server.

Surveyor can reach out to other AcomNOVUS data sources to collect META data to be used with the reports. AcomNOVUS Profile Manager and AcomNOVUS Entity Manager alias data is used, if available, to enhance the reports. With monitoring of these external data sources, new reports will always have the most current aliasing META data.

City of Roseville, CA
Request for Proposals 800MHz Radio System Replacement

Start Date and Time

10/27/2014

End Date and Time

10/20/2014 3:27:00 PM

Line Number

All

1 of 1

100%

Find | Next

Radio Rx Activity

ZETRON

Site Name	Start Time	End Time	Duration	Cell	Line#	Line Alias
T88	29-Oct-14 10:17:56	29-Oct-14 10:18:32	00:00:36		1201	
T88	29-Oct-14 10:19:28	29-Oct-14 10:19:42	00:00:14		1201	
T88	29-Oct-14 10:19:52	29-Oct-14 10:20:00	00:00:08		1201	
Summary - Average Duration:			00:00:19	Total Number of CD's:		3
Shortest CD	29-Oct-14 10:19:52	29-Oct-14 10:20:00	00:00:08		1201	
Longest CD	29-Oct-14 10:17:56	29-Oct-14 10:18:32	00:00:36		1201	

Version: 1.0

Page 1 of 1

Version: 1.0

Page 1 of 1

Figure 4 Surveyor Call Activity Report

User Profile Management

With AcomNOVUS profile-based log-ins, administrators can configure the system to display particular functions, allow access or provide certain screen layouts according to user's profile. Log-in capabilities range from basic-user screen startup to full, authenticated log-in control.

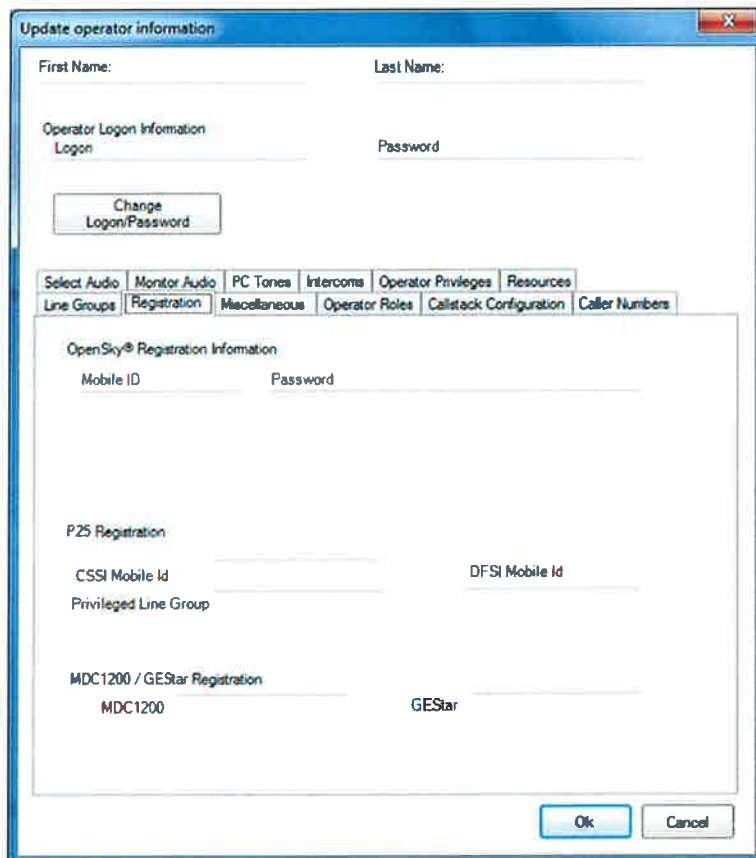


Figure 5 User Profile Management Window

Any number of screen configurations can be created and assigned to any position. For example, configurations can be created based on resource needs, dispatch functions to be performed, duty shifts, scenario management, supervisory and maintenance roles, and training exercise simulations. “Location-based resource” configurations can be created using icons overlaying graphical bitmaps to indicate the locations of communications resources such as radios and telephones in the customer’s network. Configurations can be assigned to an operator automatically depending on his or her log-on profile, they can be modified “on the fly” as circumstances warrant (with appropriate authorization), and they can be created, published, and activated by supervisory personnel using network management resources.

AcomNOVUS User Interface

The AcomNOVUS Console Software (ACS) application adopts an “any function, any size, any resource, any appearance, any location” paradigm for designing and configuring a console interface screen. Figure 6 provides an example screen configuration utilizing a traditional “button” based configuration.



Figure 6 Example of a “Button” Based AcomNOVUS ACS to transition from a Motorola Centracom Gold Elite

Figure 7 is an example of an embedded browser in the dispatch screen which allows an operator to reference HTML or PDF based documentation such as first-aid information, map images, web-cams, manuals, maintenance logs or standard operating procedures. The information presented by these HTML or PDF files can be developed by the customer to match existing procedures and documentation. If the files created have hyperlinks, the operator can browse these at the console position while answering calls, transmitting on radio channels, or releasing access doors. The great advantage to having this information available in an online format is that it can be centrally updated such that all operators are working from the most current information resources. If the hyperlinks are for a telephone directory and the number is stored, the operator can click the hyperlink and generate an outgoing telephone call using an outbound trunk group.

These files can be centrally held on a closed LAN network, or stored directly on the console PC. The AcomNOVUS system consoles can be integrated with PCs running multiple applications such as CAD, passenger information display systems, other PC based applications, or can be run on a standalone PC.



Figure 7 Example of an Embedded HTML or PDF Browser in the AcomNOVUS Operator Screen

Figure 8 shows an application using either text lists, or just free form text on a console tab within the ACS operator screen. This allows operators to not have to use notes stuck to the console or post-it notes for supplemental information. Again this information can then be centrally updated such that all operators are working from the most current information resources.

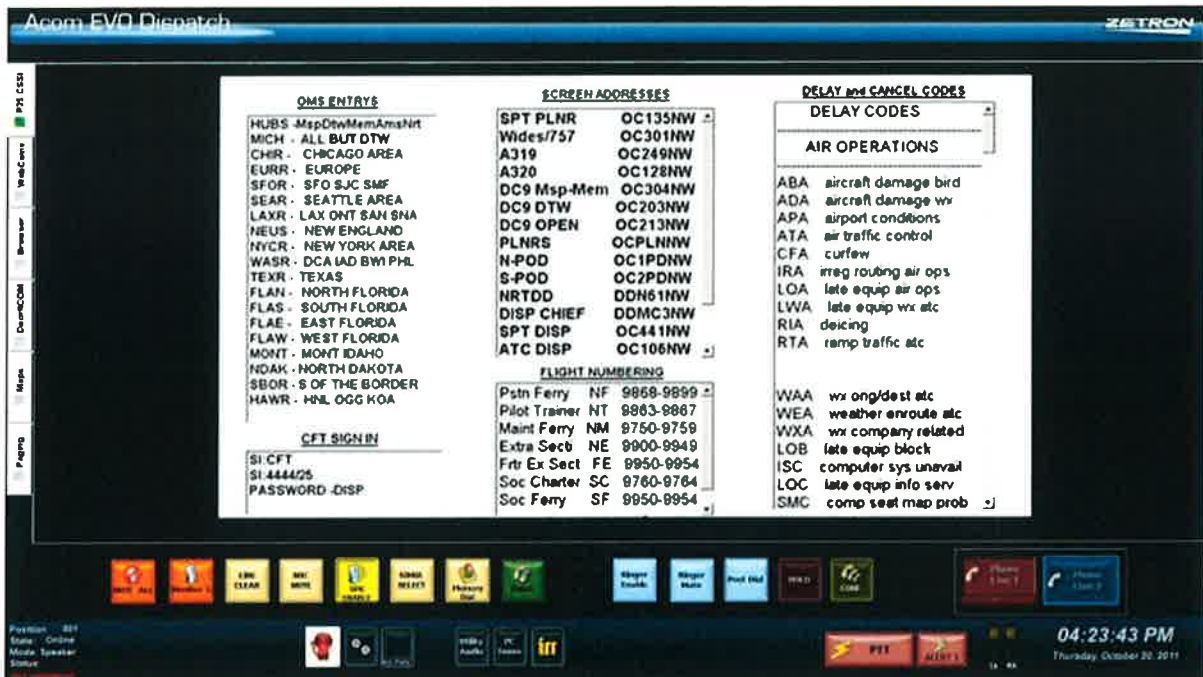


Figure 8 Example of Text Lists or Free Form Text in the AcomNOVUS Operator Screen

Figure 9 shows an example of a “location-based resource” screen configuration that can be created using icons overlaying graphical bitmaps to indicate locations of communication resources such as radios and telephones in the customer radio network, such that a dispatcher could select the location of a communications resource rather than just a labeled icon. Configurations can be assigned to an operator automatically depending on his or her log-on profile.



Figure 9 Example of Map Based AcomNOVUS ACS for Resource Location

Figure 10 is an example of a “location-based resource” screen configuration that can be created using icons overlaying graphical bitmaps to indicate other AcomNOVUS console positions for intercom. This is a standard feature of the AcomNOVUS Communication System.



Figure 10 Example of Graphic Based AcomNOVUS Operator Screen for Intercom Communication

Figure 11 is an example of a screen configuration that allows dispatchers to instantly view multiple time zones directly from the operator screen. These time zones can be displayed either on colored panels on any or multiple tabs, or graphically on a service coverage map.

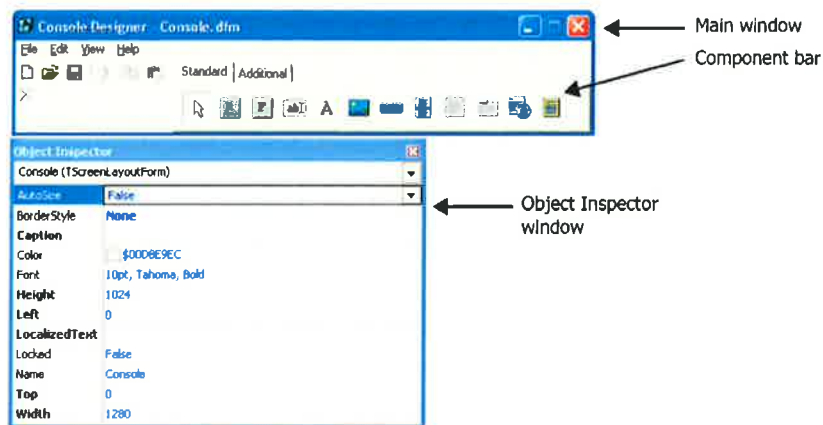


Figure 11 Example of multiple time-zone feature within the AcomNOVUS Operator Screen

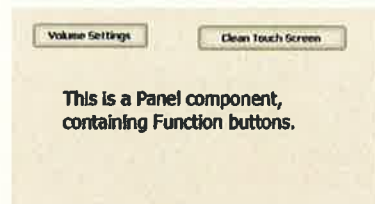
AcomNOVUS Console Design Software (CDS)

The AcomNOVUS Console user interface allows for flexible design and configuration of console interface screens. “Drag and drop” design tools are used to create the console screens and to assign system resources to buttons and other screen elements.

AcomNOVUS screen configurations are created using AcomNOVUS Console Design Software (CDS), a Windows-based application that provides all of the graphical design tools and editing functions needed to fashion user interfaces for the AcomNOVUS Console Screen. CDS provides a simple, highly intuitive interface that allows screen configurations to be created and edited quickly. Through CDS, AcomNOVUS provides a wide range of functionality and capabilities, with screen layouts that provide icons/keys for accessing all communication resources, function controls, calling queues, information display areas, and user databases (e.g., telephone directories, one-touch dialing and pre-programmed paging lists, alarm logs, etc.). Screens can be configured with a variety of user tools such as list boxes, resource-based graphics, tabbed windows, and browsers.



This is the Console component.



The size of this Form (Console component) has been set to the resolution of the target console PC monitor.

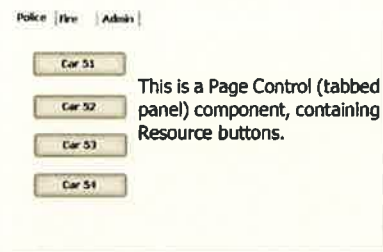


Figure 12 CDS Designer Example

AcomNOVUS Management Tools

The AcomNOVUS Console Manager application offers a built in IP diagnostics tool to determine if the connected IP network is running as expected.



Figure 13 AcomNOVUS Management Application Diagnostic Tools

Integrated alarm and reporting management tools can be configured to either link to external contacts or provide a Simple Network Management Protocol (SNMP) trap. This greatly simplifies system error diagnosis and system maintenance.

The AcomNOVUS solution also has a comprehensive data storage and reporting package known as Surveyor, that collects call and alarm messages from the system and allows a variety of web based reports to be generated quickly and easily. This helps managers monitor the system and dispatcher performance and helps detect and diagnose potential issues.

These built-in IP-diagnostic tools and system-management capabilities help keep the AcomNOVUS system running optimally for the life of the system.

SCHEDULE E

DELIVERY / PAYMENT SCHEDULE

MILESTONE	Date	Contract Dollars	Contract Payment %
Receipt of Purchase Order		\$ 63,218.11	10%
Delivery of Preliminary Design Review (PDR)		\$158,045.26	25%
Completion of Factory Acceptance Test (FAT)		\$252,872.41	40%
Completion of Site Acceptance Test (SAT)		\$158,045.26	25%
Supply and Installation of Zetron Communications System, and Training (not a milestone)		\$632,181.04 (subtotal)	
5-year Gold Maintenance Service Plan (not a milestone)		\$253,740.06	
		\$885,921.10 Contract Price	

1. Any delay caused by Customer will result in a day for day delay in the due date of all subsequent milestones.
2. The delivery schedule is subject to change by mutual agreement of the parties.
3. All dollars in this table are expressed as U.S. Dollars and are based on a total contract value equal to the Contract Price set forth above.
4. Each annual installment of the Gold Maintenance Service Plan fee is due to Zetron prior to the beginning of each 12-month service plan.

1 st year	included	4 th year	\$50,345.25
2 nd year	\$50,345.25	5 th year	\$50,345.25
3 rd year	\$50,345.25	6 th year	\$52,359.06
5. Taxes, as applicable, are included in the above amounts.
6. Payment is due net 30 days.
7. Failure to make timely payment may cause delay in delivery of any subsequent delivery milestones.
8. If Customer delays 15 consecutive days or more, payment becomes due for the applicable milestone.

SCHEDULE E-1

MAY 22, 2017 COST PROPOSAL

ZETRON, INC.

Response to City of Roseville, CA
Response for Proposals
800MHz Radio System Replacement

TAB G: Cost Proposal

May 22, 2017



12034 134th Ct. NE | Redmond, WA 98052 | (p) 425.820.6363 | (f) 425.820.7031 | www.zetron.com

City of Roseville RFP Pricing Workbook

Dispatch Console

Proposer:

Zetron, Inc.

Section 1: Dispatch Console Mandatory Items						
Item #	Description	Unit List Price	Discount %	Unit Sales Price	Quantity	Extended
1	Console: Common Equipment	\$ 124,265.00	15%	\$ 105,625.25	1	\$ 105,625.25
2	Console: Server Equipment	\$ 35,800.00	15%	\$ 59,200.00	1	\$ 59,200.00
3	Console: Network LAN/WAN Equipment	\$ 7,600.00	15%	\$ 6,460.00	1	\$ 6,460.00
4	Console: Dispatch Position	\$ 18,950.00	15%	\$ 16,107.50	10	\$ 161,075.00
5	Console: 6-wire Headset	\$ 285.00	15%	\$ 242.25	20	\$ 4,845.00
6	Console: Instant Recall Recorder (INCLUDED)	\$ -	0%	\$ -	10	\$ -
7	Console: Implementation Costs	\$ 89,220.00	15%	\$ 75,837.00	1	\$ 75,837.00
8	Console: Programming Equipment	\$ 8,325.00	15%	\$ 7,076.25	1	\$ 7,076.25
9	Console: Spare Equipment (Lot)	\$ 34,674.00	15%	\$ 29,472.90	1	\$ 29,472.90
10	Option: Console Touch Screen (per console)	\$ 695.00	15%	\$ 590.75	10	\$ 5,907.50
11	Option: Desk Microphone (per console)	\$ 595.00	15%	\$ 505.75	10	\$ 5,057.50
12	Option: AES Encryption (per console)	\$ 2,100.00	15%	\$ 1,785.00	10	\$ 17,850.00
13	Option: CAD Interface	\$ 10,500.00	15%	\$ 8,925.00	1	\$ 8,925.00
14	Option: Software Application-based Console (NO HARDWARE INCLUDED)	\$ 6,300.00	15%	\$ 5,355.00	3	\$ 16,065.00
15	Option: Console integration and Interoperability testing at P25 radio vendor facility (assume North America location for 1 week testing)	\$ 28,500.00	15%	\$ 24,225.00	1	\$ 24,225.00
16	Gold Maintenance Service Plan Year 1	\$ 39,937.00	0%	\$ 39,937.00	1	\$ 39,937.00
17	Decommissioning of existing console system and delivery to Roseville nominated location	\$ 22,740.00	0%	\$ 22,740.00	1	\$ 22,740.00
18	Addition of 5 x Acom Radio Gateways (ARG) at single location, 19" rack mount kits, configuration/test.	\$ 24,250.00	0%	\$ 24,250.00	1	\$ 24,250.00
Extended Total (excluding Sales Tax)						\$ 614,548.40
Sales Tax (7.25% of Taxable Items)						\$ 29,650.28
Extended Total (including Sales Tax)						\$ 644,198.68
Section 2: Optional Items						
Item #	Description	Unit List Price	Discount %	Unit Sales Price	Quantity	Extended
1	Option: Console Touch Screen (per console)	\$ 695.00	15%	\$ 590.75	0	\$ -
2	Option: Desk Microphone (per console)	\$ 595.00	15%	\$ 505.75	0	\$ -
3	Option: AES Encryption (per console)	\$ 2,100.00	15%	\$ 1,785.00	0	\$ -
4	Option: CAD Interface	\$ 10,500.00	15%	\$ 8,925.00	0	\$ -
5	Option: Software Application-based Console (NO HARDWARE INCLUDED)	\$ 6,300.00	15%	\$ 5,355.00	0	\$ -
6	Option: CSSI Interface and Implementation (Price for 5 ADDITIONAL P25 CSSI talkpaths. 20 x P25 CSSI talkpaths are included in system)	\$ 10,500.00	15%	\$ 8,925.00	0	\$ -
7	Option: Console integration and Interoperability testing at P25 radio vendor facility (assume North America location for 1 week testing)	\$ 28,500.00	15%	\$ 24,225.00	0	\$ -
Section 3: Training						
Item #	Description	Unit List Price	Discount %	Unit Sales Price	Quantity	Extended
1	Console System Management Training (Training provided for 3 Roseville and 3 Silke Support Staff)	\$ 3,925.00	15%	\$ 3,336.25	1	\$ 3,336.25
2	Console System Maintenance Training (Training provided for 3 Roseville and 3 Silke Support Staff)	\$ 7,395.00	15%	\$ 6,285.75	1	\$ 6,285.75
3	Dispatch Console Operator Training (1 week of 8 classes total)	\$ 3,950.00	15%	\$ 3,357.50	3	\$ 10,072.50
Section 4: Maintenance and Support Services						
Item #	Description	Price for 1st Maintenance Year	Price for 2nd Maintenance Year	Price for 3rd Maintenance Year	Price for 4th Maintenance Year	Price for 5th Maintenance Year
5	Gold Maintenance Service Plan	included.	\$ 52,995.00	\$ 52,995.00	\$ 52,995.00	\$ 52,995.00
Item #	Description	Price for 6th Maintenance Year				
5	Gold Maintenance Service Plan	\$ 55,114.80				

City of Roseville RFP Pricing Workbook

Dispatch Console

Proposer:

Zetron, Inc.

Pricing Summary:	Total (excl. Tax)
Section 1: Dispatch Console Mandatory Items	\$ 614,548.40
Section 2: Options	\$ -
Section 3: Training	\$ 19,694.50
Sales Tax (7.25% of Taxable Items)	\$ 29,650.28
System (Capital Expense) Total:	\$ 663,893.18
5% JVCKENWOOD Discount	\$ (31,712.15)
System (Capital Expense) Total:	\$ 632,181.04

Extended Support & Maintenance are extended to the City of Roseville at the price of \$253,740.06 (including 5% JVCKENWOOD discount) and will be invoiced and paid annually prior to the beginning of each year's support per the following schedule:

- Year 1: Included (Warranty)	\$ -
- Year 2:	\$ 50,345.25
- Year 3:	\$ 50,345.25
- Year 4:	\$ 50,345.25
- Year 5:	\$ 50,345.25
- Year 6:	\$ 52,359.06
Support & Maintenance (Operational Expense) Total:	\$ 253,740.06

SCHEDULE F

ACCEPTANCE TESTS

The **Factory Acceptance Test (FAT)** procedure is prepared by a Zetron project engineer. The FAT focuses on the functionality of the Zetron Communications System in a controlled environment excluding any items that must be tested at Customer's site such as live circuitry, third party interfaces, etc. The Zetron project engineer uses a checklist to determine pass-fail test results. Upon completion of the test, which takes place at Zetron's location, the test results are reviewed to determine whether the Zetron Communications System performs and is manufactured in accordance with Zetron's specifications and this Contract and is ready for shipment. Customer's attendance during the FAT is optional. If Customer is in attendance, Customer signs off on the FAT checklist prior to shipment as does the Zetron project engineer and Zetron project manager. Customer also signs the Certificate of Delivery – Factory Acceptance Test (FAT) in person or if not in attendance, upon receipt. Zetron's project manager also signs the certificate. In the event that the FAT identifies area(s) of nonconforming performance that do not materially affect the operation of the Zetron Communications System, Customer shall agree to Provisional Acceptance and Zetron shall promptly remedy such nonconformance on a mutually agreed schedule. The certificate has space to list exceptions, i.e., issues that Zetron will resolve. Once the issues are resolved, only the related portion of the system is retested. The current form of certificate is attached. Once certificate is signed, Zetron is authorized to invoice Customer for the FAT milestone.

The **Site Acceptance Test (SAT)** procedure is prepared by a Zetron project engineer. The SAT focuses on the Zetron Communications System in its operational environment, testing the installation (all wires), all hardware (consoles, radio interfaces, telephone interfaces, etc.), and software, replicating what was tested in the factory as well as testing those items that could not be tested there. After the Zetron Communications System is installed at Customer's site, the SAT is conducted by a Zetron project engineer or a Zetron customer support engineer to verify that the Zetron Communications System performs and is manufactured in accordance with Zetron's specifications and this Contract. The engineer uses a checklist that lists the steps to be taken to test the system. Customer, either through a lead technician or other suitably qualified representative, is required to be present for the SAT. Customer's representative signs off on the SAT checklist as does a Zetron engineer and Zetron project manager. Upon completion of the SAT, the Customer also signs the Certificate of Delivery – System Acceptance Test (SAT) either onsite or promptly after receipt. Zetron's project manager also signs the certificate. In the event that the SAT identifies area(s) of nonconforming performance that do not materially affect the operation of the Zetron Communications System, Customer shall agree to Provisional Acceptance and Zetron shall promptly remedy such nonconformance on a mutually agreed schedule. The certificate has space to list exceptions, i.e., issues that Zetron will resolve. Zetron will discuss these issues with Customer to establish an action plan. Once the issues are resolved, only the related portion of the system is retested. The current form of certificate is attached. The signed certificate constitutes final acceptance and beneficial use of the Zetron Communications System by Customer. Once certificate is signed, Zetron is authorized to invoice Customer for the SAT milestone. The Warranty Period starts on the date the SAT is completed.

CERTIFICATE OF DELIVERY
Factory Acceptance Test (FAT)

Customer Name: (Customer Name) ("Customer")

Project Name: (Project Name)

Project Number: (Project Number)

Delivery Of FAT-

Customer agrees that the following item(s) was provided by Zetron, Inc., and acknowledges successful completion of the FAT. All items noted in the factory acceptance item description document provided are complete and are accepted.

Zetron, Inc. is hereby authorized to invoice Customer for the Factory Acceptance Test (FAT) milestone. Customer agrees to pay the invoice as described in the contract between Zetron and Customer.

1 Factory Acceptance Test

The FAT is complete and accepted, with exception of the following minor deliverables (none unless otherwise listed below) that must be completed prior to the Site Acceptance Test (SAT).

1

2

3

4

5

Customer's Authorized Representative:

Zetron Representative:

Print Full Name:

Print Full Name:

Title:

Title:

Project Manager

Signature:

Signature:

Date:

Date:

CERTIFICATE OF DELIVERY
Site Acceptance Test (SAT)

Customer Name: (Customer Name) ("Customer")

Project Name: (Project Name)

Project Number: (Project Number)

Date SAT Completed: (Date)

Delivery Of SAT-

Customer agrees that the following item(s) was provided by Zetron, Inc., and acknowledges successful completion of the SAT. All items noted in the site acceptance item description document provided are complete, optimized, and the Zetron Communications System is accepted and ready for beneficial use by Customer. The Warranty Period begins on the date the SAT was completed.

Zetron, Inc. is hereby authorized to invoice Customer for the Site Acceptance Test (SAT) milestone.
Customer agrees to pay the invoice as described in the contract between Zetron and Customer.

1 Site Acceptance Test

The SAT is complete and accepted, with exception of the following minor deliverables (none unless otherwise listed below) that must be completed according to a mutually agreed schedule.

1

2

3

4

5

Customer's Authorized Representative:

Zetron Representative:

Print Full Name:

Print Full Name:

Title:

Title:

Project Manager

Signature:

Signature:

Date:

Date:

SCHEDULE G
CHANGE ORDER FORM

Change Order

Project Name:

Contract Number:

Change Order Number:

Vendor: Zetron, Inc.
PO Box 97004
Redmond, WA 98073-9704
Attn: Contract Fulfillment Dept. / Project Manager

The contract between Zetron, Inc. and (Customer) ("Customer") dated _____ shall be changed as follows:

- 1.
- 2.

EXCEPT AS PROVIDED IN THIS CHANGE ORDER, ALL OTHER TERMS AND CONDITIONS IN THE ABOVE REFERENCED CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Additional time for this change: _____ Revised Completion Date: _____

Original Contract:	\$ _____
Previously Approved Change Orders:	\$ _____
Current Contract Amount:	\$ _____
Previously submitted and pending Orders	\$ _____
This Change Order Amount:	\$ _____

Zetron, Inc.

Authorized Signatory: _____ **Date:** _____

Printed Name: _____ **Title:** _____

Customer

Authorized Signatory: _____ **Date:** _____

Printed Name: _____ **Title:** _____

090-8106D

Zetron Inc.
Proprietary and Confidential

ZETRON

SCHEDULE H

LABOR AND MATERIALS PAYMENT BOND

RESOLUTION NO. 17-316

APPROVING A COMMUNICATION PRODUCTS AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND MOTOROLA SOLUTIONS, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a communication products agreement regarding the 800 MHz Radio System replacement project, by and between the City of Roseville and Motorola Solutions, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville; and

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

Communications Products Agreement

Motorola Solutions, Inc. ("Motorola"), and the City of Roseville, California ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A	City of Roseville Terms and Conditions, including insurance requirements
Exhibit B	Motorola "Software License Agreement"
Exhibit C	Motorola Proposal dated June 7, 2017, including all "Technical and Implementation Documents" such as
C-1	"List of Products"
C-2	"Statement of Work"
C-3	"Payment Terms"

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

2.1. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

2.2. "Contract Price" means the price for the Products.

2.3. "Effective Date" means that date upon which the last Party executes this Agreement.

2.4. "Equipment" means the equipment listed in the List of Products that Customer purchases from Motorola under this Agreement.

2.5. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.6. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.7. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.8. "Non-Motorola Software" means Software that another party owns.

2.9. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

2.10. "Products" mean the Equipment and Software provided by Motorola under this Agreement.

2.11. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.12. "Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Products.

2.13. "Warranty Period" means one (1) year from the date of shipment of the Products.

SECTION 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** During the Term of this Agreement, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within twenty (20) days after the invoice date, and Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <http://www.motorola.com/businessandgovernment/> and the MOL telephone number is (800) 814-0601.

3.5. **MAINTENANCE SERVICE.** This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

3.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of

the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

Section 4 PERFORMANCE SCHEDULE

If this Agreement includes the performance of services, the Statement of Work will describe the performance schedule.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$763,539, including estimated sales taxes of \$44,700.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer for Products when they are shipped and for services, if applicable, when they are performed. Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.**

Invoices will be sent to the Customer at the following address:

Karl Grover
316 Vernon Street, Suite #300
Roseville, CA 95678

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Karl Grover
2005 Hilltop Circle
Roseville, CA 95747

The Equipment will be shipped to the Customer at the following address:

Karl Grover
2005 Hilltop Circle
Roseville, CA 95747

Customer may change this information by giving written notice to Motorola.

SECTION 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. SITE CONDITIONS. If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

Section 7 ACCEPTANCE

Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

Section 8 REPRESENTATIONS AND WARRANTIES

8.1. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

8.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

8.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.4. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

8.5. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SECTION 9 DELAYS

Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

SECTION 10 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

10.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of California.

10.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

10.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

10.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in Placer County, California. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

10.5. CONFIDENTIALITY. All communications pursuant to subsections 10.2 and 10.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

SECTION 11 DEFAULT AND TERMINATION

If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of the default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure

plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement.

SECTION 12 PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

12.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

SECTION 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed \$1,000,000. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than four (4) years after the accrual of the cause of action, except for money due upon an open account.

SECTION 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. CONFIDENTIAL INFORMATION.

During the term of this Agreement, the Parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 15 GENERAL

15.1. TAXES. The Contract Price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

15.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.3 WAIVER. Failure or delay by either Party to exercise any right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

15.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

15.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement only as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

15.6. HEADINGS AND SECTION REFERENCES; CONSTRUCTION. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

15.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either delivered personally or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Customer	Motorola Solutions, Inc.
Attn: _____	Attn: _____
_____	_____
_____	_____
fax: _____	fax: _____

15.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

15.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

15.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software), Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights); and all of the General terms in this Section 15.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.,
a Delaware corporation

By: H. G. Cherioe
Name: H. G. Cherioe
Title: MSSSI V.P.

By: David Little
Name: David Little
Title: Asst. Secretary

MARK W. ANTHONY

Approved mwa

CITY OF ROSEVILLE, a
municipal corporation

BY: _____
ROB JENSEN
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
HONG SAE
Chief Information Officer

EXHIBIT A-1

CITY OF ROSEVILLE TERMS AND CONDITIONS

1. To the fullest extent allowed by law, Motorola shall defend, indemnify, and save and hold harmless Customer, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, to the extent resulting from or arising out of Motorola's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from Customer's negligence or willful misconduct. Notwithstanding the foregoing, Motorola's obligation to defend Customer as provided hereunder shall apply to any claim, suit or action in which it is alleged that City is jointly negligent, but not to any claim, suit or action in which it is alleged that City is solely negligent. The parties intend that this provision shall be broadly construed. Motorola's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. As used in this Agreement and the insurance provisions, the term "agent" or "volunteer" of Customer means a person who is not an officer or employee of Customer but who has been appointed by Customer to perform a governmental function and is performing that function when the claim occurs.
2. Motorola is an independent contractor, and shall not be considered an officer, agent or employee of Customer.
3. Without the written consent of Customer, this Agreement is not assignable by Motorola either in whole or in part.
4. At any time during the term of this Agreement, Customer has the right to terminate this Agreement provided Motorola is given a thirty (30) day notice. If the termination is for City's convenience, Contractor will be paid for those Services and Deliverables provided to the date of termination. If the termination is for Contractor's alleged default, then City will give Contractor a 30 day opportunity to cure the alleged default.
5. This Agreement may only be amended or modified in writing.
6. All equipment, supplies and services sold to Customer of Roseville shall conform to the general safety orders of the State of California.
7. All fair employment practices must be adhered to.
8. Reserved.
9. Reserved.
- 10a. Unless otherwise specified, the Motorola shall maintain the policies of insurance outlined in Exhibit A-2, incorporated herein by this reference, in full force and effect during the term of this Agreement.
- 10b. Form. Motorola shall submit a certificate of insurance evidencing such coverage for the period covered by this Agreement in a standard ACORD form, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney. The Professional Liability policy is written on a claims made basis.
- 10c. Additional Insureds. Motorola shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Motorola. The additional insured coverage under the Motorola's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. The CGL additional insured endorsement will be a blanket endorsement on ISO form CG 20 10 04 13, the Business Automobile Liability additional insured endorsement will be a blanket endorsement on ISO form CA 20 48 10 13, and the CGL primary/non-contributory endorsement will be a blanket endorsement on form LC 20 01 06 05.
- 10d. Cancellation/Modification. Motorola shall provide ten (10) days written notice to City prior to cancellation of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Motorola is not relying on any umbrella or excess insurance to satisfy these requirements.
- 10f. Subconsultants. Motorola does not intend to use subconsultants.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Contractor's policies are not subject to self-insured retentions.

- 10h. Waiver of Subrogation. Motorola hereby agrees to waive subrogation which any insurer of Motorola may acquire from Motorola by virtue of the payment of any loss under a Workers Compensation policy. All Workers Compensation policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Motorola and its employees.
- 10i. Liability/Remedies. Insurance coverage in the amounts set forth herein shall not be construed to relieve Motorola of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Motorola shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
12. In the event that the terms of any attachment or exhibit conflict with any of these City of Roseville Terms and Conditions, these City of Roseville Terms and Conditions shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.

Exhibit A-2

Insurance Requirements



EXHIBIT A-2 INSURANCE REQUIREMENTS

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence
\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville -Insurance Compliance
PO Box 100085-R1
Duluth, GA 30096

EXHIBIT B

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and the City of Roseville, California ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

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Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

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4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information

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Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

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copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

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Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of California if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit C

Motorola Proposal dated June 7, 2017, including all “Technical and Implementation Documents” such as

Exhibits C-1 and C-2 are included on the following pages.

P25 APX SUBSCRIBERS



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. Error! Unknown document property name.

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MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
10680 Trenea Street, Suite #200
San Diego, CA, 92131
USA

7 June 2017

Karl Grover
The City of Roseville
311 Vernon Street
Roseville, CA. 95678

Subject: P25 APX Subscribers

Dear Karl,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide The City of Roseville with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

Specifically, this solution is for P25 APX Subscribers and provides the following:

- 95 APX 4000 Portables
- 12 APX 4500 Mobiles
- 37 APX 6500 Mobiles
- 10 APX 7500 Mobiles
- 77 APX 6500 Flash Upgrades
- 146 APX 7000 Flash Upgrades
- 8 APX 7500 Flash Upgrades
- 1 XTL 5000 Console Flash Upgrade
- CPS Programming Software
- 2 KVL Encryption Loaders

This proposal consists of this cover letter and the Communications Product Agreement (CPA), together with its Exhibits. This proposal shall remain valid for a period of 60 days from the date of this cover letter. The City of Roseville may accept the proposal by delivering to Motorola the CPA signed by your City of Roseville Representative. Alternatively, Motorola would be pleased to address any concerns The City of Roseville may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Michael Marraccini, at (916) 201-5670.

We thank you for the opportunity to furnish The City of Roseville with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.

A handwritten signature in blue ink, appearing to read "Michael DeBenedetti".

Michael DeBenedetti
Area Sales Manager

STATEMENT OF WORK

Motorola is proposing to the City of Roseville the following equipment at the specified locations.

Site Name	Major Equipment
The City of Roseville	95 APX 4000 Portables
The City of Roseville	12 APX 4500 Mobiles
The City of Roseville	37 APX 6500 Mobiles
The City of Roseville	10 APX 7500 Mobiles
The City of Roseville	77 APX 6500 Flash Upgrades
The City of Roseville	146 APX 7000 Flash Upgrades
The City of Roseville	8 APX 7500 Flash Upgrades
The City of Roseville	1 XTL 5000 Console Flash Upgrade
The City of Roseville	CPS Programming Software
The City of Roseville	2 KVL Encryption Loaders

The document delineates the general responsibilities between Motorola and The City of Roseville as agreed to by contract.

1.1 MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Provide the subscriber equipment described above.
- Send a Motorola representative to the EFJ test lab to evaluate CPS programming software compatibility.
- Based on the evaluation process at the EFJ test lab, Motorola will develop an Acceptance Test Plan (ATP) testing the basic features of the APX subscribers and CPS.
- Motorola will develop an OTAP ATP testing the basic functions of OTAP on the EFJ infrastructure. This OTAP ATP will be informational in nature and not a condition for acceptance.
- Motorola will perform the Acceptance Test Plan during the Factory Acceptance Testing and on-site at Roseville during the City's System Acceptance Testing. Support for Motorola's Acceptance Test efforts will be limited to 2 days at the Factory Acceptance Testing and another 2 days at the On Site Testing.
- Motorola will provide assistance to the Roseville technicians in the development of 1 template for each of the 4 APX models (APX 4000, APX 4500, APX 6500, APX 7500). being purchased by the city of Roseville (limited to 5 days). This will be considered part of the project's design phase and will be completed prior to the Factory Acceptance Test (FAT).
- Motorola will schedule with the City of Roseville the performance of the ATP. The City of Roseville will provide one of each of the following APX models (APX 4000, APX 4500, APX 6500, APX 7500). This will be the project's on-site Motorola Subscriber Acceptance Test (SAT).
- Coordinate the activities of all Motorola workers under this contract.



1.2 THE CITY OF ROSEVILLE RESPONSIBILITIES

The City of Roseville will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. The City of Roseville general responsibilities include the following:

- Program and Configure City of Roseville Trunking System to allow connectivity of the CPS programming PC to the Motorola subscribers.
- Provide all radio system infrastructure required system interconnections including hardware, software and labor.
- The City of Roseville will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of subscriber and programming equipment.
- Coordinate the activities of all City of Roseville vendors or other contractors.

Motorola has made several assumptions in preparing this proposal, which are noted below. Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- Any site/location upgrades or modifications are the responsibility of the City of Roseville.
- Approved FCC licensing provided by the City of Roseville.
- If the Motorola radios fail to pass the Acceptance Test Plan within the allocated 2-day testing period due to causes within Motorola's control, then Motorola will remedy the issue.
- If the Motorola radios fail to pass the Acceptance Test Plan within the allocated 2-day testing period due to causes not within Motorola's control, then further integration efforts to resolve the problem will be discussed and considered outside the scope of this project and subject to a Change Order.
- Motorola will not be required to commence Acceptance ATP until the City determines the EFJ infrastructure is ready for the subscribers to be tested.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the City of Roseville.
- Any required system interconnections not specifically outlined here will be provided by the City of Roseville. These may include dedicated phone circuits, microwave links, network or other types of connectivity.
- No coverage guarantee is included in this proposal.
- All remaining subscriber programming and installations will be the responsibility of the City of Roseville.
- Any related or required Firewall setup, equipment or configuration to allow the Motorola CPS programming software to function on the trunking system to program the Motorola subscribers are the responsibility of the City of Roseville.
- Some manual operations may be required to operate the CPS software to program Motorola subscribers on the trunking system (eg. Manual entry of the radio IP address, etc.).
- The City of Roseville will be responsible to configure the P25 Data channel and connection to allow programming over the air between the CPS programming software and the Motorola subscribers.
- No performance guarantee of the OTAP programming feature is included in this proposal.
- Motorola has tested the OTAP/CPS configuration that is being proposed for the City of Roseville on another non-Motorola system and was successful in performing the OTAP operation.
- No guarantee to CPS operation with future radio system upgrades is implied or included with this proposal.
- Motorola is not responsible to modify the CPS programming software to address any performance or feature deficiencies due to incompatibilities with the trunking system.



SUBSCRIBER OVERVIEW

2.1 PROJECT 25 (P25) USER RADIOS

The APX™ line of Project 25 (P25) two-way radios (portable and mobile) delivers exceptional performance by combining advanced voice and data technology with legendary Motorola Solutions quality. To develop the APX platform, Motorola Solutions' product engineers met with personnel from public safety and law enforcement agencies to identify and design the specific functionality essential for mission critical communications. Through that research and collaboration, every feature and function in APX portable and mobile radios has been designed with its users in mind—from its rugged, easy-to-operate form factor to the loudest, clearest audio (see the figure titled "APX Series of P25 Two-Way Radios").

Motorola Solutions' IP-enabled APX radios offer a full array of sophisticated features and progressive technology, and are the most sophisticated interoperable and rugged two-way radios on the market. Every APX radio includes the following advanced software, hardware, and future-ready technology:

- **Support for Project 25 and Legacy Infrastructures** – All APX radios are compatible with the Project 25 Phase 1 and Phase 2 standards for analog and digital trunking, and support the P25 interoperability features from both Motorola Solutions and other manufacturers. They also operate on analog conventional, Project 25 conventional, and Project 25 trunking systems, as well as systems using Motorola Solutions Project 16 analog trunking, SMARTNET, and SmartZone technologies.
- **Extreme Audio Profiles for Chaotic, High-Noise Environments** – APX two-way radios possess intelligent 2-microphone noise reduction software and the latest AMBE vocoder technology used for audio to dynamically adjust for rapidly changing, high-noise environments. When combined with the microphones and speakers in our APX portables and control heads, these components and software enable the loudest, clearest two-way radio audio available.
- **Intuitive Audio-Visual Signaling to Increase Personnel Safety** – Every APX radio includes auditory and visual alerts to improve user awareness and reduce response time. Digital Tone Signaling instantly alerts on/off duty responders of emergency events. Intelligent Lighting uses color alerts to notify users of the radio mode, potential emergencies, or specific events. These audio-visual alerting mechanisms can be configured on both a radio and a fleet basis, enabling each user and agency to customize audio, lighting, and tone alerts to meet their needs in specific work conditions.
- **Functions to Enable Easy Operation** – The APX platform includes features to allow personnel to communicate quickly and easily in the midst of chaotic situations and extreme environments. Each radio can be configured to announce channels, talkgroups, and zones while the user navigates through the radio's available options—saving valuable time and eliminating the need for the user to look at the radio while operating it. All information associated with each contact in the radio can be consolidated into one unified call list, reducing the time needed to navigate the radio's software.
- **Easy Radio Programming** – The APX platform includes easy-to-use Programming Software (CPS), a Windows-based application with drag-and-drop, clone wizard, and programming over IP capabilities. This software drastically decreases the time needed to configure and update radio



programming, and simplifies the addition of new software and future enhancements. All APX radios can be configured with Motorola Solutions' Programming Over P25 (POP25) over-the-air programming functionality, which enables radios to be programmed over the air via the ASTRO 25 system while remaining in the field without needing to be brought in from the field. POP25 functionality reduces the time, effort, and costs needed to update radio functionality by allowing radios' configuration to be accessed and updated over the air.

- **Rugged and Robust Testing Standards** – APX radios undergo testing for extreme conditions and physical treatment to ensure that they will remain operational even years of wear and tear in the field. These tests include temperature shock, temperature cycling, drop, display impact, vibration, blowing rain, dust, salt fog, UV exposure and Electro-Static discharge (ESD). The basic test procedures replicate those conducted by the military for field equipment, and APX radios exceed the applicable Military Specification 810 C, D, E, F, and G. Motorola Solutions has supplemented the MIL-STD testing process with an internal testing process that reuses the same test unit for all environmental tests, rather than testing a new unit each time. This ensures that the radios perform to specification regardless of the amount and type of abuse they receive.

2.1.1 APX 4000 Portable Radio

The APX 4000 delivers all the benefits of P25 technology in the smallest P25 Phase 2 portable in the industry. Easy to use, tough as nails, and a hard value to beat for public safety first responders for fast, interoperable communications. Durable enough to withstand dust, heat, shock, and submersion, the APX 4000 is IP67 and MIL-STD certified. It's packed with key features to help keep users safe, like mission-critical wireless, two-microphone noise suppression, GPS outdoor location, and AES encryption.

Motorola Solutions' APX 4000 is the smallest and lightest P25 Phase 2 TDMA capable portable radio in the industry, created specifically for personnel responding to natural disasters or public safety issues. It provides users with a feature-rich portable radio with a unique form factor in a compact and rugged design.

Designed to accommodate rugged and extreme environments, the APX 4000 has enhanced safety features in a simplified, compact design. Some of its standard features and benefits are identified below:

- **Improved Efficiency and Safety** – Supports Integrated Voice and Data (IV&D) capabilities to enhance the efficiency and safety of The City of Roseville's users through various data applications (Over-the-Air Programming (POP25), Text Messaging).
- **Excellent Audio Qualities** – Coordination and communication efforts are intelligible in high-noise environments due to high-spec RF performance capabilities. Dual-sided two-microphone noise-canceling technology ensures clear audio. An AMBE digital voice vocoder provides unmatched speed and voice quality, while reducing costs by requiring less data, memory and power consumption.
- **Rugged Housing and Internal Components** – Rugged-design features include: Submersible IP67 standards with the option to upgrade to a rugged housing (2 meters, 2 hours). This feature ensures radio functionality even when immersed in water; Meets all applicable MIL-STD-810C, D, E, F and G standards for withstanding dust, heat, shock, and drops, making it the most reliable portable radio in any situation.



The APX 4000 comes in two different base configurations, and can be further customized to meet the needs of the City of Roseville. These models include:

- Model 2 (Display and 4-direction navigation key with home & data buttons).
- Model 3 (all features listed above with a full keypad).

2.1.2 APX 4500 Mobile Radio

The APX 4500 brings together powerful technology in a compact, rugged, budget-friendly mobile radio, providing seamless, secure interoperability to a wide variety of agencies and users. By providing a wide range of budget-friendly configuration options, the APX 4500 offers the functionality and security required by public works, public safety, and mission critical first responders. Its compatible APX O2 Control Head, easy installation, durability, and AES encryption ensure that users can safely and effectively complete the mission at hand.

Motorola Solutions' APX 4500 offers a sophisticated feature set that meets the needs of public servants, including utilities and public works personnel, public safety, and first responders, while being easy on agency budgets. Some of its standard features and benefits are identified below:

- **P25 and Legacy Interoperability** – Available in 700/800 MHz, VHF, UHF R1 and UHF R2 frequency bands, and compatible with both P25 Phase 1 and Phase 2 infrastructure, the APX 4500 seamlessly unifies public works and public safety personnel so they can interoperate effectively in the moments that matter.
- **Ergonomic Controls** – The compatible O2 Control Head with color display is easy to read and operate in all lighting conditions, from bright sunlight to dark streets. Intelligent lighting notifies users when the radio receives a call, an emergency arises, or when they are out of range. Enlarged multifunctional knobs allow radio users to easily adjust talkgroup and volume settings while wearing bulky gloves.
- **Easy to Install** – The APX 4500's simplified dash mount design makes installation quick and easy, fitting into the existing XTL™ footprint so you can reuse mounting holes and cables. This design also allows the reuse of mounting holes and cables, making installation easy and reducing costs.
- **Ruggedized Construction** – Uncompromising durability and world-class quality enables the APX 4500 to withstand wet, dusty, and hazardous conditions. Its IP56 durability rating is the highest level of certification for mobile radios, and it meets applicable MIL-STD 810C, D, E, F, G standards.
- **Options to Meet Radio Users' Needs** – The APX 4500 is compatible with optional advanced features and data applications: AES Encryption, Over-the-Air Programming (POP25), Text Messaging, Tactical Over the Air Rekeying (OTAR), and 12 character RF ID asset tracking.

2.1.3 APX 6500 Mobile Radio

The Motorola Solutions APX 6500 includes exceptional flexibility and innovative safety features, providing mission-critical first responders with a mobile radio that is easy to operate and intuitive to use. The APX 6500 P25 mobile allows users to choose from five control heads, mid and high-power models, and multiple installation configurations in an easy-to-install design. Innovative standard safety features such as GPS location tracking, intelligent lighting, and one-touch controls help keep first responders safer than ever before.

The APX 6500 has been created specifically to give first responders and other public safety personnel the ability to decide what will best support their operational needs. Its flexible platform enables the

ability to choose from a selection of five interchangeable control heads, dual control head support, and two transceiver options. Some of its standard features and benefits are identified below:

- **P25 and Legacy Interoperability** – Available in 700/800 MHz, VHF, UHF R1 and UHF R2 frequency bands, and compatible with both P25 Phase 1 and Phase 2 infrastructure. The APX 6500 enables seamless communications for mission-critical first responders.
- **Multiple Control Head Options** – The APX 6500 mobile radio can be controlled by multiple control heads, with four different wired locations. There are five control heads available for the APX 6500: the O2 Rugged Control Head, O3 Handheld Control Head, O5 Standard Control Head, O7 Enhanced Control Head, and O9 Integrated Control Head. Dual control head support is offered for the O2, O5, and O7 control heads.
- **Easy to Install** – The APX 6500's Mid-Power Model has been designed to fit into any existing Motorola Solutions XTL footprint, so no further installation is necessary. The High-Power Model has been designed with a trunion design that secures the mobile while enabling it to be removed without also removing connecting cables.
- **Options to Meet Radio Users' Needs** – The APX 6500 is compatible with the following optional advanced features and data applications: Programming over Project 25 (POP25), Text Messaging Over the Air Rekeying (OTAR), 12 character RF ID asset tracking, Tactical OTAR, Siren and Light Interface Module.

2.1.4 APX 7500 Mobile Radio

The APX 7500 dual-band radio delivers instant interoperability into the hands of mission-critical first responders. The APX 7500 can operate in any two of the following frequency bands (700/800 MHz, VHF, UHF Range 1, and UHF Range 2), and is compatible with P25 Phase 1 and Phase 2 systems. Based on direct input from public safety personnel, it offers superior audio quality, intuitive ergonomics, and the functionality that enable personnel to communicate even in the most chaotic, dangerous situations.

The APX 7500 offers mission-critical first responders a dual-band P25 radio that enables them to seamlessly communicate across multiple communications systems. Some of its standard features and benefits are identified below:

- **Multi-band Operation in One Radio** – The APX 7500 delivers the convenience of two radios in one while maintaining APCO TIA receiver specifications. With the APX 7500, personnel can use one radio to communicate across multiple digital and analog networks that operate in any two of the following frequency bands: 700/800 MHz, VHF, UHF R1 and UHF R2.
- **Multiple Control Head Options** – The APX 7500 mobile radio can be controlled by multiple control heads, with four different wired locations. There are five control heads available for the APX 7500: the O2 Rugged Control Head, O3 Handheld Control Head, O5 Standard Control Head, O7 Enhanced Control Head, and O9 Integrated Control Head. Dual control head support is offered for the O2, O5, and O7 control heads.
- **Easy to Install** – The APX 7500's Mid-Power Model has been designed to fit into any existing Motorola Solutions XTL footprint, so no further installation is necessary. The High-Power Model has been designed with a trunion design that secures the mobile while enabling it to be removed without also removing connecting cables.
- **Options to Meet Radio Users' Needs** – The APX 7500 is compatible with the following optional advanced features and data applications: Programming over Project 25 (POP25), Text Messaging,



Over the Air Rekeying (OTAR), 12 character RF ID asset tracking, Tactical OTAR Siren and Light Interface Module, and Enhanced Encryption Software Options.

2.1.5 Customer Programming Software

The City of Roseville has requested that Motorola provide the ability to perform its Over-the-Air Programming feature on the EFJohnson P25 system currently being deployed in the City. In response to this request, Motorola is including its Customer Programming Software (CPS) for the APX line of subscriber radios.

CPS is an easy to use Windows-based application with drag and drop, clone wizard, and programming of IP capabilities. This software drastically decreases the time needed to configure and update radio programming, and simplifies the addition of new software and future enhancements. All APX radios can be configured with CPS over Motorola's Programming over P25 (POP25) over-the-air programming functionality, which enables radios to be programmed over the air via an ASTRO 25 Integrated Voice and Data (IV&D) data pipe.

In this scenario the ASTRO 25 IV&D data pipe is not available, but the EFJohnson P25 system will be providing a P25 data pipe. Given that Motorola has deployed this feature successfully on other non-Motorola P25 systems, it is anticipated that Motorola will be able to deploy this feature successfully via CPS. However, Motorola has not to date utilized the POP25 feature on an EFJohnson P25 system and as such cannot guarantee that this feature will work to the city of Roseville's satisfaction.

The deployment of the CPS is a simple configuration. Motorola will deploy a Windows-based PC loaded with the CPS software onto the EFJohnson P25 system network. This configuration will be tested at the EFJohnson system test facilities.

2.1.6 Flashes

The City of Roseville has provided Motorola with a list of APX Subscriber Radios currently deployed by the City. Motorola has included flashes to update these subscriber radios with the following options:

- (146) APX 7000 Portable Model 3
 - APCO Packet Data Interface (IV&D)
 - Over the Air Provisioning (OTAP)
 - GPS Activation
 - AES Encryption
- (8) APX 7500 Mobile Radio
 - AES Encryption
- (77) APX 6500 Mobile Radio
 - AES Encryption
- (1) XTL 5000 Mobile Radio
 - P25 9600 BAUD SmartZone Operation
 - IV&D

Motorola will provide at no additional charge, Flash upgrades for the APX radios listed above to provide AES encryption, GPS activation and Over the Air Programming in the event that the Flash information we received is inaccurate.



2.1.7 KVL 4000

The City of Roseville has requested AES encryption on the subscribers being provided by Motorola. Motorola has included a quantity of two KVL 4000 units to load the encryption AES encryption keys onto the APX subscriber radios. With each of these units, Motorola has included:

- ASTRO 25 Mode
- AES Encryption Software
- Charger cables and cradle
- Keyloading cables for APX subscribers

The KVL 4000 is a two-piece handheld key fill device (PDA and security adaptor) that allows customers to create, store, and deliver encryption keys, authentication keys, and algorithms into their security compatible radios, devices, and other secure communication infrastructure equipment. The KVL (Key Variable Loader) is required to load keys for all secure equipped products (subscriber and infrastructure) containing AES, DES, ADP, DES-XL, DES-OFB, DVP-XL and DVI-XL cryptographic algorithms.



SECTION 3

SERVICE/WARRANTY

Warranty Services will be provided per the Warranty Terms and Conditions outlined in the CPA within the Contractual Documentation section of this proposal.



SECTION 4

EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

APX 4000

Qty	Nomenclature	Description	Unit Price	Customer Price	Extended Price
95	H51UCF9PW6 N	APX 4000 7/800 MHZ MODEL 2 PORTABLE	\$1,963.00	\$1,226.88	\$116,553.13
95	QA04865	ADD: TWO KNOB CONFIGURATION	\$0.00	\$0.00	\$0.00
95	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN	\$1,570.00	\$981.25	\$93,218.75
95	QA02750	ALT: IMPRES LI-ION 2800MAH (PMNN4448)	\$100.00	\$62.50	\$5,937.50
95	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	\$62.50	\$5,937.50
95	Q629	ENH: AES ENCRYPTION	\$475.00	\$296.88	\$28,203.13
95	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE	\$90.00	\$90.00	\$8,550.00
95	PMMN4062A	APX7000 IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	\$118.00	\$73.75	\$7,006.25
25	RLN4941A	RECEIVE ONLY EARPIECE W/TRANSLUCENT TUBE	\$69.00	\$43.13	\$1,078.13
22	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	\$69.25	\$43.28	\$952.19
14	WPLN4212A	IMPRES MUC - US/NA PLUG	\$495.00	\$309.38	\$4,331.25
2	Q157	ADD: APX DATA CABLE	\$75.00	\$46.88	\$93.75
		Sub Total			\$271,861.56
		Tax on Equipment 7.25%			\$19,709.96
		TOTAL			\$291,470.98



APX 4500

Qty		Description	Unit Price	Customer Price	Extended Price
12	M22URS9PW1 N	APX4500 7/800	\$1,564.00	\$977.50	\$11,730.00
12	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	\$1,570.00	\$981.25	\$11,775.00
12	G444	ADD: APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00	\$0.00
12	G66	ADD: DASH MOUNT O2 WWM	\$125.00	\$78.13	\$937.50
12	G996	ADD: PROGRAMMING OVER P25 (OTAP)	\$100.00	\$62.50	\$750.00
12	G335	ADD: ANT 1/4 WAVE 762- 870MHZ	\$14.00	\$8.75	\$105.00
12	G831	ADD: SPKR 15W WATER RESISTANT	\$60.00	\$37.50	\$450.00
12	GA00804	ADD: APX O2 CONTROL HEAD (Gray)	\$492.00	\$307.50	\$3,690.00
12	W22	ADD: STD PALM MICROPHONE APEX	\$72.00	\$45.00	\$540.00
12	G843	ADD: AES ENCRYPTION APX	\$475.00	\$296.88	\$3,562.50
12	G24	INT: 3 YEAR SERVICE FROM THE START LITE	\$131.00	\$131.00	\$1,572.00
		Sub Total			\$35,112.00
		Tax on Equipment 7.25%			\$2,545.62
		TOTAL			\$37,657.62



APX 6500

Qty		Description	Unit Price	Customer Price	Extended Price
37	M25URS9PW1 N	APX6500 7/800 MHZ MID POWER MOBILE	\$2,438.00	\$1,523.75	\$56,378.75
37	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$321.88	\$11,909.38
37	G51	ENH: SMARTZONE OPERATION APX6500	\$1,200.00	\$750.00	\$27,750.00
37	G361	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$187.50	\$6,937.50
37	G442	ADD: O5 CONTROL HEAD	\$432.00	\$270.00	\$9,990.00
37	G444	ADD: APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00	\$0.00
37	G67	ADD: REMOTE MOUNT MID POWER	\$297.00	\$185.63	\$6,868.13
37	G335	ADD: ANT 1/4 WAVE 762-870 MHZ	\$14.00	\$8.75	\$323.75
37	W22	ADD: STD PALM MICROPHONE APEX	\$72.00	\$45.00	\$1,665.00
37	B18	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$37.50	\$1,387.50
37	G843	ADD: AES ENCRYPTION APX	\$475.00	\$296.88	\$10,984.38
37	G996	ENH: OVER THE AIR PROVISIONING	\$100.00	\$62.50	\$2,312.50
37	G24	INT: 3 YEAR SERVICE FROM THE START LITE	\$131.00	\$131.00	\$4,847.00
		Sub Total			\$141,353.88
		Tax on Equipment 7.25%			\$10,248.16
		TOTAL			\$151,602.03



APX 7500

Qty		Description	Unit Price	Customer Price	Extended Price
10	M30URS9PW1 N	7/800 SINGLE BAND APX7500	\$2,845.00	\$1,778.13	\$17,781.25
10	G67BA	ADD:REMOTE MOUNT MOTORCYCLE	\$400.00	\$250.00	\$2,500.00
10	GA00269	ADD: GPS ANTENNA MTCL	\$75.00	\$46.88	\$468.75
10	G138	ADD: APX MOTORCYCLE CH SFWR	\$0.00	\$0.00	\$0.00
10	G51	ENH: SMARTZONE OPERATION APX	\$1,500.00	\$937.50	\$9,375.00
10	G996	ENH: OVER THE AIR PROVISIONING	\$100.00	\$62.50	\$625.00
10	G361	ADD: P25 TRUNKING SOFTWARE	\$300.00	\$187.50	\$1,875.00
10	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$321.88	\$3,218.75
10	G335	ADD: ANT 1/4 WAVE 762-870 MHZ	\$14.00	\$8.75	\$87.50
10	G444	ADD: APX CONTROL HEAD SOFTWARE	\$0.00	\$0.00	\$0.00
10	G90	ADD: NO MICROPHONE NEEDED	\$0.00	\$0.00	\$0.00
10	G142	ADD: NO SPEAKER NEEDED	\$0.00	\$0.00	\$0.00
10	W620	ADD: NO MTRCYCLE ENCL NEEDED APEX	\$0.00	\$0.00	\$0.00
10	G442	ADD: O5 CONTROL HEAD	\$432.00	\$270.00	\$2,700.00
10	G78	ADD: 3 YEAR SERVICE FROM THE START LITE	\$168.00	\$168.00	\$1,680.00
10	G843	ADD: AES ENCRYPTION APX	\$475.00	\$296.88	\$2,968.75
		Sub Total			\$43,280.00
		Tax on Equipment 7.25%			\$3,137.80
		TOTAL			\$46,417.80



APX 7000 Flash Upgrades

Qty		Description	Unit Price	Customer Price	Extended Price
146	T7553	DIGITAL SMARTZONE	0.00	\$0.00	\$0.00
146	Q947BB	ADD: ASTRO 25 INTEGRATED VOICE & DATA	288.00	\$180.00	\$26,280.00
146	G996AT	ADD: PROGRAMMING OVER P25 (OTAP)	115.00	\$71.88	\$10,493.75
146	QA00782AB	ENH: APX GPS ACTIVATION	173.00	\$108.13	\$15,786.25
146	Q629	ENH: AES ENCRYPTION	475.00	\$296.88	\$43,343.75
		Sub Total			\$95,903.75
		Tax on Equipment 7.25%			\$6,953.02
		TOTAL			\$102,856.77

APX 7500 Flash Upgrades

Qty		Description	Unit Price	Customer Price	Extended Price
8	T7562	DIGITAL SMARTZONE	0.00	\$0.00	\$0.00
8	G843	ADD: AES ENCRYPTION APX	475.00	\$296.88	\$2,375.00
		Sub Total			\$2,375.00
		Tax on Equipment 7.25%			\$172.19
		TOTAL			\$2,547.19

APX 6500 Flash Upgrades

Qty		Description	Unit Price	Customer Price	Extended Price
77	T7697	DIGITAL SMARTZONE	0.00	\$0.00	\$0.00
77	G843	ADD: AES ENCRYPTION APX	475.00	\$296.88	\$22,859.38
		Sub Total			\$22,859.38
		Tax on Equipment 7.25%			\$1,657.30
		TOTAL			\$24,516.68

XTL 5000 Flash Upgrade

Qty		Description	Unit Price	Customer Price	Extended Price
1	T7000	DIGITAL SMARTZONE	0.00	\$0.00	\$0.00
1	G361AG	ENH: PROJECT 25 9600 BAUD TRUNKING	390.00	\$243.75	\$243.75
1	G347	ENH: SMARTZONE UPGRADE	75.00	\$46.88	\$46.88
1	W947AP	ADD: ASTRO 25 INTEGRATED VOICE & DATA	260.00	\$162.50	\$162.50
		Sub Total			\$453.13
		Tax on Equipment 7.25%			\$32.85
		TOTAL			\$485.98



KVL

Qty		Description	Unit Price	Customer Price	Extended Price
2	T7537B	KVL 4000 PDA SNAP-ON	1,250.00	\$781.25	\$1,562.50
2	U239AD	ADD: ASTRO 25 MODE	250.00	\$156.25	\$312.50
2	CA00182AP	ADD: AES ENCRYPTION SOFTWARE	750.00	\$468.75	\$937.50
2	CA01598AA	ADD: AC LINE CORD US	11.00	\$6.88	\$13.75
2	CA01603AA	ADD: USB COMM/CHARGE CABLE W/ CUP	115.00	\$71.88	\$143.75
2	C725AA	ADD: KEYLOAD CABLE FOR APX PORTABLE	75.00	\$46.88	\$93.75
2	CA02187	ADD: KEYLOADING CABLE ADAPTER (GCAI)	41.50	\$25.94	\$51.88
2	CA01803	ADD: KVL 4000 SLEEVE COVER	75.00	\$46.88	\$93.75
2	TKN8531C	CABLE FOR RNC, DIU MGEG	110.00	\$68.75	\$137.50
		Sub Total			\$3,346.88
		Tax on Equipment 7.25%			\$242.65
		TOTAL			\$3,589.52



SECTION 5

PRICING

Motorola is pleased to provide the following equipment and services to The City of Roseville:

Equipment and Services	Pricing
City Roseville Subscriber Equipment	\$976,484
City Roseville Subscriber Equipment Discount	(\$359,938)
City Roseville Discounted Subscriber Equipment Total	\$616,546
City Roseville Subscriber Implementation (System Technologist)	\$50,124
City Roseville Subscriber Implementation (Engineering)	\$26,596
City Roseville Subscriber Implementation (PM)	\$25,573
City Roseville Subscriber Implementation Total	\$102,293
City Roseville Tax (Equipment Only)	\$44,700
City Roseville Total Subscribers	\$763,539



EXHIBIT C-3

PAYMENT TERMS

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 100% of the equipment and tax Contract Price due upon shipment of equipment;
2. 40% of the implementation Contract Price due upon delivery of ATP;
3. 40% of the implementation Contract Price due upon FAT completion;
4. 20% of the implementation Contract Price due upon SAT completion;

RESOLUTION NO. 17-317

APPROVING A 5% CONTINGENCY TO AGREEMENTS FOR 800 MHZ RADIO SYSTEM
REPLACEMENT PROJECT

WHEREAS, staff is recommending the approval of three agreements for the 800 MHz radio system replacement project; and

WHEREAS, due to the nature and complexity of the project, staff is recommending that the Chief Information Officer or his designee be authorized to approve change orders; and

BE IT FURTHER RESOLVED that the Chief Information Officer or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed five percent (5%) of the combined contracts price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



800MHz Radio System Replacement

Hong Sae – Chief Information Officer

Tom Pelster – Asst. IT Director, Infrastructure

Karl Grover – IT Analyst, Project Manager

Agenda

- 800 Megahertz (MHz) System Background
- System Goals & New Features
- RFP Results
- Capital Costs
- Operating Costs
- Funding Sources
- Project Schedule
- Recommendations
- Council Infrastructure Goals

800MHz System Background

- Primary means of communication for 1,200 public safety and public service radio users
 - Central Services, Development Services, Electric, Environmental Utilities, Fire, Parks, Police, Public Works
- Secondary means of communication for thousands of interoperability users throughout Placer and Sacramento Counties
- In service since 1999
 - 3 towers, 27 transmitters, 12 antenna systems
 - End of Life December 2018

System Goals & New Features

- System Goals
 - Adopt nationwide Project 25 (P25) digital standard to promote competition & interoperability while decreasing costs
 - Increase system reliability, functionality and provide clear communications
- New Features
 - Distributed architecture – increases reliability
 - Encryption – increases Police officer safety
 - GPS – increases Officer & Firefighter safety
 - OTAP – increases efficiency

RFP Results

- Council approval in 2016 to release RFP
- Released RFP structured to allow for “best in breed”
- Exhaustive evaluation process
 - Staff selected various vendors for comprehensive system
 - **Infrastructure:** EF Johnson
 - **Dispatch Consoles:** Zetron
 - **Subscribers:** Motorola (Police),
EF Johnson (all others)
 - **Logging Recorder:** not awarded, future consideration
- Completed contract negotiations with each vendor

Capital Costs

▪ EF Johnson	\$5,034,689.85	
▪ Motorola	\$ 763,539.00	
▪ Zetron	\$ 632,181.04	
▪ Logging Recorder	\$ 150,000.00	(future consideration)
▪ Fleet Services	\$ 8,600.00	(vehicle installations)
▪ Electrical Work	\$ 500.00	
▪ 5% Contingency	<u>\$ 329,475.49</u>	
Total	\$6,918,985.38	

Operating Costs

- Contracts include 5-year extended support paid annually by internal service fund (ISF) distribution
 - Infrastructure: \$197,624.67
 - Dispatch Consoles: \$50,345.25

Funding Sources

- Cost distribution based on hybrid model:
 - Infrastructure costs evenly allocated
 - Subscriber costs allocated by quantities
- Numbers below are placeholders until the cost distribution methodology is finalized.

General Fund **\$4,804,724.00**

Enterprise Fund (PW, Elec. EU) **\$2,460,745.00**

* Note the funding total is higher than project cost as an additional 5% contingency is budgeted, but would require future Council approval if needed.

Project Schedule

- Tentative overview of project schedule

	2017						2018					
	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
Award Contract												
System Design												
Subscriber Install												
Factory Testing												
System Install												
Site Testing												
Training												
System Migration												

Recommendations

- Recommend Council approves service agreements with EF Johnson, Zetron and Motorola including:
 - Capital costs: \$6,759,885.38 (includes 5%)
 - Annual operating costs: \$253,740.06
- Recommend Council approves out-of-state travel to Texas for system administrator training purposes.

Council Infrastructure Goals

- Modernize key business functions
 - Upgrade infrastructure to meet customer needs
 - Fully fund infrastructure rehab
-
- Questions?



COUNCIL COMMUNICATION

CC #: 8591

File #: 0102

Title: Request for Council Discretionary Funds - Excel Roseville

Contact: Amy Ruiz 916-746-1362 aruiz@roseville.ca.us

Meeting Date: 7/5/2017

Item #: 7.3.

RECOMMENDATION TO COUNCIL

The City Council is asked to discuss and consider by motion a request from Excel Roseville for Council Discretionary Funds in an amount up to \$15,000 to cover expenses for their after school care, summer day camps, agriculture program, and parent club available to Roseville Residents.

BACKGROUND

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. In addition, the City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to \$15,000.00 of the annual earnings for the purpose of improving the quality of life in Roseville.

Since 1994 Excel Roseville has been at the forefront of serving the City of Roseville's most vulnerable population (low income, disadvantaged children, youth and their families). Each day they actively seek to provide a space and opportunity to enrich our community. Today, Excel Roseville serves more than 150 youth between the ages of 4-19 years old and their families.

FISCAL IMPACT

There is no fiscal impact to the City's general fund. Annually the City Treasurer allocates \$15,000 of the annual earnings on the Citizens' Benefit Fund per section 4.06.04 in the Municipal Code and is included in the annual budget along with the Citizen's Benefit Funds available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for the citizens in Roseville and appropriated by the City Council. The current balance in the Council's Discretionary Funds for FY2017 is \$16,909.62.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The Council discretionary funds is not considered a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Amy Ruiz, Management Assistant

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Excel Roseville



Mrs. Amy Ruiz

City Council – City of Roseville
311 Vernon Street
Roseville, CA 95678

May 17, 2017

Dear Amy Ruiz,

Excel Roseville is a nonprofit youth development and human services organization, with a vested interest in serving the entire family. Excel Roseville provides a free after-school, summer day camp and agriculture program; in addition, a parent club available to Roseville residents. Since 1994, Excel Roseville has been at the forefront of serving the city of Roseville's most vulnerable population (i.e. low income and disadvantage children, youth and their families). Each day, we actively seek to provide a space and opportunities to enrich our community.

Today, Excel Roseville serves more than 150 youth between the ages of 4-19 years old and their families. Highlights for the 2015-2016 year include the following:

- 159 students attended the after-school programs
- 88 students attended the summer day camp program
- 67 students participated in the vocational development program
- 1,292 individuals were directly impacted by the food pantry program
- 100% of all students advanced to the next grade level
- 23.75% of our students identify as homeless
- 993 boxes of food were distributed in 2015-2016 year

Excel Roseville serves two categories of participants. The target population is at-risk youth age range between the ages of 4-19. Common risk factors, including exposure to: drug use or distribution; criminal activity (gang affiliation), experienced or witness domestic violence; poor nutrition as result to poverty; lack of academic resources and support. More than 94% of our participants identify in the minority ethnic groups (Latino, African American, and Asian). Our secondary population is youth of the same age range looking for a positive and safe space.

Together, with your ongoing support we are able to provide quality programming to our youth and fulfill our mission of helping all young people, especially those who need us most, to reach their full potential and to be productive, caring, responsible citizens. **While we have requested \$15,000, we do understand there are many outstanding needs around the community; your investment in our students would go a long way.** When you make a gift to Excel Roseville, you are making an investment in a child's future.

Thank you,

Tamika Bennett
Executive Director
Excel Roseville
313 High Street
Roseville, CA 95678
916-789-7884 office



COUNCIL COMMUNICATION

CC #: 8605

File #: 0102

Title: Request for Council Discretionary Funds - Roseville Crime Stoppers

Contact: Amy Ruiz (916) 746-1362 aruiz@roseville.ca.us

Meeting Date: 7/5/2017

Item #: 7.4.

RECOMMENDATION TO COUNCIL

The City Council is asked to discuss and consider by motion a request from Roseville Crime Stoppers for Council Discretionary Funds in the amount of \$1,000.00 to sponsor its Annual Fourth of July Fun Run.

BACKGROUND

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. In addition, the City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to \$15,000.00 of the annual earnings for the purpose of improving the quality of life in Roseville.

The City of Roseville has supported the Crime Stoppers Fourth of July Fun Run for many years. This support combined with community business and individual sponsorships, provides the majority of Crime Stoppers' funding each year. Without it, they would be hard-pressed to support police criminal investigations as they do, and provide scholarships to deserving youth and continue their public awareness outreach activities.

FISCAL IMPACT

There is no fiscal impact to the City's general fund. Annually the City Treasurer allocates \$15,000 of the annual earnings on the Citizens' Benefit Fund per section 4.06.04 in the Municipal Code and is included in the annual budget along with the Citizen's Benefit Funds available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for the citizens in Roseville and appropriated by the City Council. The current balance in the Council's Discretionary Funds for FY 2017 is \$16,909.62

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The Council discretionary funds is not considered a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Amy Ruiz, Management Assistant

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Roseville Crime Stoppers



June 13, 2017

Susan Rohan, Mayor
City of Roseville
311 Vernon Street
Roseville, CA 95678

Dear Mayor Rohan and City Council:

Roseville Community Crime Stoppers requests a \$1,000 sponsorship of its annual Fourth of July Fun Run which serves the community in four important ways:

- 1) The Fun Run provides Roseville families with an opportunity to enjoy time outdoors together in a safe and healthy activity in celebration of our nation's founding.
- 2) Funds raised through runners' fees and sponsorships are used for cash rewards for information leading to arrests and convictions in serious crimes committed in Roseville, and
- 3) for scholarships for Roseville youth pursuing careers in public safety,
- 4) and for community education on public safety issues through distribution of educational materials at public events, and hosting community events such as our Forum on current public safety trends last month at Sun City.

The City of Roseville has supported the Crime Stoppers Fourth of July Fun Run for many years with \$1,000 sponsorships. That support, combined with community business and individual sponsorships, provides the majority of Crime Stoppers' funding each year. Without it, we would be hard-pressed to support police criminal investigations as we do and provide scholarships to deserving youth, and continue our public awareness outreach activities.

Over the 25 years that Crime Stoppers has served the community, we have provided several thousands of dollars in rewards that led to over a hundred convictions and tens of thousands of dollars in recovered property. More than 30 Roseville high school graduates seeking scholarships have received some \$30,000 in grants to support their college aspirations. And our Forum on public safety drew some 200 residents. We plan follow up sessions at other venues in the months ahead. The City's annual sponsorships help make these activities possible.

We would greatly appreciate the Council's granting this sponsorship request again this year. If you do, we pledge to apply the funds as we have in the past to doing all we can to keep Roseville a safe place to live, work and play.

Respectfully,

Stephanie Hill, Treasurer





COUNCIL COMMUNICATION

CC #: 8606

File #: 0102

Title: Request for Council Discretionary Funds - Health Education Council

Contact: Amy Ruiz 916-746-1362 aruiz@roseville.ca.us

Meeting Date: 7/5/2017

Item #: 7.5.

RECOMMENDATION TO COUNCIL

The City Council is asked to discuss and consider by motion a request from The Health Education Council for Council Discretionary Funds in the amount of \$2,500.00 for printing and mailing of a survey to approximately 2000 Roseville Residents in the Roseville Heights, Cherry Glen, and Theiles Manor neighborhoods.

BACKGROUND

The Citizens' Benefit Fund was established in 1993 with the net proceeds from the sale of the Roseville Hospital. The City Council may, after receiving the recommendation of the Roseville Grants Advisory Commission, annually appropriate up to 90 percent of the annual earnings of the Citizens' Benefit Fund for the purpose of improving the quality of life for the citizens of the City of Roseville. In addition, the City Council, without the recommendation of the Roseville Grants Advisory Commission, may annually appropriate a minor amount up to \$15,000.00 of the annual earnings for the purpose of improving the quality of life in Roseville.

The Health Education Council would like to conduct a survey of the residents in the Roseville Heights, Cherry Glenn and Theiles Manor neighborhoods. The effort is focused on developing projects that will result in positive health outcome for children and residents of the neighborhoods. The projects being developed will address issues and concerns expressed by residents and others during stakeholder meetings.

FISCAL IMPACT

There is no fiscal impact to the City's general fund. Annually the City Treasurer allocates \$15,000 of the annual earnings on the Citizens' Benefit Fund per section 4.06.04 in the Municipal Code and is included in the annual budget along with the Citizen's Benefit Funds available for appropriation each year. These earnings are restricted for the purpose of improving the quality of life for the citizens in Roseville and appropriated by the City Council. The current balance in the Council's Discretionary Funds for FY 2017 is \$16,909.62

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

The Council discretionary funds is not considered a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently, no CEQA action is required.

Respectfully Submitted,

Amy Ruiz, Management Assistant

Sonia Orozco, City Clerk



Rob Jensen, City Manager

ATTACHMENTS:

Description

Health Education Council

June 15, 2017

Mayor Susan Rohan
City of Roseville
311 Vernon Street
Roseville, CA 95678



Dear Mayor Rohan and Roseville City Council:

The Invest Health team is working to improve the quality of life and community well-being in the Roseville Heights, Cherry Glenn and Thieles Manor neighborhoods. The effort is focused on developing projects that will result in positive health outcomes for children and residents of the neighborhoods. The projects being developed will address issues and concerns expressed by residents and others during stakeholder meetings.

The outcomes include increasing safety, walkability, reducing crime, improving connection to social services, health, and mental health services and increasing opportunities for physical activities for children and families in these three neighborhoods.

To date, we've held stakeholder meetings; held community health forums at Woodbridge and Cirby Elementary Schools; held a healthcare convening with our major healthcare providers; and are working with Roseville Electric to address lighting issues in the three target neighborhoods by replacing 5000 streetlight fixtures.

In addition to the above projects, we are working to determine what type of projects we want to focus on. As we've conducted over 30 key informant interviews with residents and local agencies, Weber Park has consistently been high on the list of areas of concern. We would like to focus on Weber Park and what can we do to repurpose it to better meet the needs of the residents.

Although we have spoken with the RCONA Neighborhood Associations, it is vital we hear from the residents (including those who typically do not attend the neighborhood association meetings) to get their input on what they would like to see happen (or not happen) with Weber Park.

We would like to conduct a survey of the residents in the Roseville Heights and Los Cerritos neighborhoods, who use (or don't use) Weber Park. The process we tentatively outlined is that the Invest Health Roseville team will draft survey questions using NeighborWorks Success Measures technical assistance. We will then share the draft with designated city representatives to finalize the questions to be included. We wish to ensure that we will be asking questions that will lead to potential solutions and resident input that can be helpful in



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shaping decisions. We also want to ensure that we do not set up expectations that are not the intention of the survey.

We would like to request \$2,500 from the Council's discretionary funds for the survey. There are approximately 2000 residences in the two neighborhoods and we'd print and mail a survey to each household and provide a return envelope for the survey. We will also make the survey available online. The funds are for printing, postage, return postage, and for providing an online survey.

We appreciate your consideration. Since addressing the needs of Roseville's Core Neighborhoods is a Council priority, this work will help inform us as to what the residents would like to see happen with Weber Park.

Thank you for your consideration and partnership in improving the downtown core neighborhoods. Please let me know if you have any questions.

Sincerely,

Debra S. Oto-Kent, MPH
Founder and Executive Director



COUNCIL COMMUNICATION

CC #: 8577

File #: 0103, 0103-07-02, 0103-08-02, 0103-09-02, 0103-34-02, 0103-44-02

Title: Board and Commission Bi-Annual Vacancies

Contact: Helen Dreyer 916-774-5356 hdreyer@roseville.ca.us

Meeting Date: 7/5/2017

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Recommend Council appoint one (1) individual to the Design Committee from the applications received from Terrilyn E. Salter, and Daniel Wesp; and

Appoint two (2) individuals to the Planning Commission from the applications received from Scott Gregory, Clifford R. Haggenjos, Jr., Charles Krafka, Joseph McCaslin, Charles Kent McClain, Neil Peacock, Robert Sanchez, and Louise (Sandy) Santiago; and

Appoint three (3) individuals to the Public Utilities Commission from the applications received from Clifford R. Haggenjos, Jr., Robert Lyss, Charles Kent McClain, John Jay Speight, John P. Vertido, and James H. Viele; and

Appoint Naaz Alikhan, Stephanie Dement, and Jason Hartmann to the Economic Development Advisory Committee; and

Appoint K. Ellaison Carroll, and Robert Lyss to the Roseville Grants Advisory Commission.

BACKGROUND

Appointments to the Design Committee, Economic & Development Committee, Planning Commission, Public Utilities Commission, and Roseville Grants Advisory Commission are due to be made as part of the bi-annual recruitment process. Recruitment for all vacancies occurred in June 2017, video interviews of all applicants were conducted by the City Clerk's Department, and the City Attorney's Office reviewed the Statement of Economic Interests (Form 700) for potential conflicts of interest. The applications, video interviews, and Attorney review were compiled and provided to the City Council for consideration.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ECONOMIC DEVELOPMENT / JOBS CREATED

There is no economic development associated with this item.

ENVIRONMENTAL REVIEW

Appointment of members to boards, commissions and committees are not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 5378). Consequently, no CEQA action is required.

Respectfully Submitted,

Helen Dreyer, Deputy City Clerk

Sonia Orozco, City Clerk



Rob Jensen, City Manager



COUNCIL COMMUNICATION

CC #: 8616
File #: 0800-06

Title: Municipal Code Amendment - Marijuana Regulations
Contact: Greg Bitter 744-5294 gbitter@roseville.ca.us
Joseph Speaker 774-5329 jspeaker@roseville.ca.us

Meeting Date: 7/5/2017
Item #: 9.1.

RECOMMENDATION TO COUNCIL

The Planning Commission and City Staff recommends the City Council introduce for first reading an Ordinance Amendment to Title 19 - Zoning, of the Roseville Municipal Code, Chapters 19.62 (Marijuana Dispensaries) and 19.63 (Marijuana Cultivation) to provide regulations related to the non-medical use and cultivation of marijuana.

BACKGROUND

On the November 8, 2016, voters of the State of California approved Proposition 64, the "Adult Use of Marijuana Act," which legalized marijuana for personal use by adults 21 years of age and older. Proposition 64 established the Bureau of Marijuana Control to regulate and license marijuana businesses throughout the state. In addition to regulating marijuana businesses, Proposition 64 established statewide excise taxes on marijuana sales and cultivation.

Proposition 64 allows local governments to regulate the commercial sale and cultivation of non-medical marijuana as well as to "reasonably regulate" the personal possession, use and cultivation of non-medical marijuana. It is anticipated that legally established commercial sales would not be allowed until the State has established its regulations and issued appropriate licenses and Proposition 64 continues to ban such operations until such time. However, Proposition 64 does allow for personal use and cultivation allowing individuals to grow and cultivate up to six (6) plants each, for personal recreational uses.

The City of Roseville most recently updated its marijuana regulations in April of 2016. Amendments to the Roseville Municipal Code (RMC) were in response to the passage of three bills pertaining to the regulation of marijuana; AB 243, AB 266, and SB 643, collectively known as the Medical Cannabis Regulation and Safety Act (MCRSA) of 2015.

The City currently regulates Marijuana Dispensaries and Medical Marijuana Cultivation within Chapters 19.62 and 19.63, respectively of Title 19 – Zoning. Chapter 19.62 of the RMC prohibits Medical Marijuana Dispensaries anywhere within the City limits. Chapter 19.63 of the RMC currently restricts the cultivation of marijuana to allow only those persons authorized by state law

(i.e. persons with a Medical Marijuana Identification Card, Primary Caregivers, or Qualified Patients) to grow marijuana or engage in marijuana cultivation. Further, the RMC prohibits outdoor cultivation and only allows indoor cultivation within residential zones subject to strict standards and square footage limitations.

Proposed Ordinance Amendments

Staff is proposing to amend Chapters 19.62 and 19.63 of the RMC to regulate non-medical marijuana in the same manner that the City currently regulates medical marijuana and in conformance with Proposition 64. The most significant modification is that new definitions are being proposed to differentiate “medical purpose” from “non-medical purpose” as these terms relate to the commercial use and cultivation, and personal use and cultivation of marijuana.

Modifications specific to Chapter 19.62 will prohibit marijuana dispensaries, processing facilities and testing laboratories throughout the City and the delivery of marijuana for both medical and non-medical purposes.

Modifications specific to Chapter 19.63 will introduce definitions for an “Accessory Structure” and a “Private Residence” in order to clarify where indoor cultivation is allowed in a residential zone. Indoor cultivation for non-medical purposes will be limited to six (6) marijuana plants per private residence or accessory structure, consistent with the provisions of Proposition 64. Indoor cultivation for medical purposes will continue to be limited to 50 square feet and 10 feet in height within a private residence or accessory structure.

The proposed modifications to the City’s Marijuana Dispensaries and Marijuana Cultivation regulations do not change the overall City policy regarding marijuana, but rather ensure that the sale, use and cultivation of marijuana for personal use is regulated in the same manner as medical marijuana and in conformance with the new State law. These modifications are meant to continue local regulatory control over all forms of marijuana sales, use and cultivation.

Public Outreach

Staff presented the proposed ordinance to the Roseville Coalition of Neighborhoods at their June 15, 2017 board meeting. There were no objections from the board regarding the proposed amendments.

Planning Commission Action

The Planning Commission held a public hearing regarding the proposed ordinance on May 25, 2017. The Commission voted unanimously to recommend that the City Council approve the proposed ordinance.

FISCAL IMPACT

The proposed ordinance does not create a fiscal impact.

ECONOMIC DEVELOPMENT / JOBS CREATED

Not applicable.

ENVIRONMENTAL REVIEW

This action is not a project subject to the California Environmental Quality Act (CEQA) because it involves only general policy and procedure making and does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment (CEQA Guidelines, sections 15002(d), 15378, 15061(b)(3)).

Respectfully Submitted,

Gregory Bitter, Planning Manager/Joseph Speaker, Deputy City Attorney

Kevin Payne, Development Services Manager/Robert Schmitt, City Attorney



Rob Jensen, City Manager

ATTACHMENTS:

Description

Ordinance for Marijuana Regulations

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTIONS
19.62.010, 19.62.020, 19.62.030, 19.62.040 OF CHAPTER 19.62 AND AMENDING
SECTIONS 19.63.010, 19.63.020, 19.63.030, 19.63.040, 19.63.050, 19.63.060, 19.63.070 OF
CHAPTER 19.63 OF TITLE 19 ROSEVILLE MUNICIPAL CODE REGARDING
MARIJUANA CULTIVATION, DISPENSARIES, AND USE.

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Chapter 19.62 of Title 19 of the Roseville Municipal Code is hereby
amended to read as follows:

CHAPTER 19.62 ~~MEDICAL~~ MARIJUANA DISPENSARIES

19.62.010 Findings.

The City Council adopts this chapter based upon the following findings:

- A. The voters of the State of California approved Proposition 215 (codified as Health and Safety Code Section 11362.5 et seq., and entitled, “The Compassionate Use Act of 1996”).
- B. The intent of Proposition 215 was to enable persons who are in need of marijuana for medical purposes to be able to obtain and use it without fear of State criminal prosecution under limited, specified circumstances.

C. The State enacted SB 420 in 2004 to clarify the scope of the Compassionate Use Act of 1996 and to allow cities and other governing bodies to adopt and enforce rules and regulations consistent with SB 420.

D. The State further enacted SB 643, SB 266, and AB 243 in 2015 to further clarify the scope of the Compassionate Use Act of 1996 and to allow cities and other governing bodies to adopt and enforce rules and regulations, consistent with State law, for regulating marijuana distribution, cultivation, delivery, and transportation within their cities.

E. In 2016 the voters of the State of California approved Proposition 64 entitled, “The Adult Use of Marijuana Act”, which legalized limited recreational use of marijuana.

F. The federal Controlled Substances Act, makes it unlawful to manufacture, distribute, dispense, or possess marijuana as it is a Schedule 1 controlled substance. Accordingly, marijuana possession and use is illegal under federal law.

19.62.020 Definitions.

For the purposes of this chapter, the words and phrases shall have the same meanings respectively ascribed to them by this section:

A. “Cannabis,” “marijuana,” “medical cannabis,” and/or “medical marijuana” shall be used interchangeably and means all parts of the plant *Cannabis sativa linnaeus*, *Cannabis indica*, or *Cannabis ruderalis*, whether for medical or non-medical purposes, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. This includes the separated resin, whether crude or purified, obtained from marijuana

and as defined by California Health and Safety Code Section 11018, as may be amended. This section does not mean “industrial hemp” as defined by California Food and Agricultural Code Section 81000, as may be amended, or California Health and Safety Code Section 11018.5, as may be amended.

B. “Delivery” or “deliver” shall mean any transfer of marijuana or marijuana products, whether for compensation or otherwise.

C. “Distribution” means the procurement, sale, transfer, and/or transport of marijuana and/or products made from marijuana.

D. ~~“Medical-Marijuana dispensary”~~ or “dispensary” means a facility or location, whether permanent, temporary, or mobile, where marijuana, products made from marijuana, or devices for the use of marijuana are offered, either individually or in any combination, for sale, use, transportation, distribution, and/or delivery, whether for compensation or otherwise, by or to: (1) another dispensary or processing facility; or (2) two or more of the following: a primary caregiver, a qualified patient, ~~or~~ a person with an identification card, or anyone authorized under State law to use marijuana.

E. “Medical Purpose” shall mean use of marijuana by a primary caregiver, qualified patient, and/or person with an identification card for personal medical purposes, as provided by California Health and Safety Code 11362.5 et seq.

F. “Non-Medical Purpose” shall mean use of marijuana by a person other than a primary caregiver, qualified patient, and/or person with an identification card, who is otherwise authorized under local, State or Federal laws to cultivate marijuana, for personal non-medical use.

GE. “Processing facility” means any facility or location, whether permanent, temporary, or mobile, that produces, prepares, propagates, processes, or compounds marijuana or products made from marijuana, directly or indirectly, by any method, for delivery, for compensation or otherwise. Processing facility does not mean any facility or location manufacturing “industrial hemp” as defined by California Food and Agricultural Code Section 81000, as may be amended, or California Health and Safety Code Section 11018.5, as may be amended.

HF. “Person” means any individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability company or combination of the above in whatever form or character.

IG. “Person with an identification card” shall have the same definition as California Health and Safety Code Section 11362.5 et seq., as may be amended, California Business and Professions Code Section 19300 et seq., as may be amended, and as may be amended by California Department of Public Health’s “Medical Marijuana Program.”

JH. “Primary caregiver” shall have the same definition as in California Health and Safety Code Section 11362.5 et seq., as may be amended, and California Business and Professions Code Section 19300 et seq., as may be amended.

KI. “Qualified patient” shall have the same definition as in California Health and Safety Code Section 11362.5 et seq., as may be amended.

LJ. “Testing laboratory” means a facility, person, or location that offers or performs tests of ~~medical~~-marijuana or ~~medical~~-marijuana products.

19.62.030 ~~Medical-M~~marijuana dispensaries, processing facilities, and testing laboratories prohibited.

It is unlawful and a misdemeanor for any person to engage in, conduct or carry on, or to permit to be engaged in, conducted or carried on, in or upon any premises or location within any zoning district in the City of Roseville, the operation of a ~~medical~~-marijuana dispensary, and/or processing facility, and/or testing laboratory. Nothing in this chapter shall prohibit those activities expressly authorized under California Health and Safety Code Section 11362.1.

19.62.040 Delivery of marijuana prohibited.

Delivery of marijuana, products made from marijuana, or devices for the use of marijuana to or from any person, business, or location in the City of Roseville is prohibited. Notwithstanding the foregoing, a primary caregiver may personally deliver medical marijuana, products made from marijuana, or devices for the use of marijuana to a qualified patient or person with an identification card, for whom he or she is the primary caregiver. Nothing in this chapter shall prohibit those activities expressly authorized under California Health and Safety Code Section 11362.1.

SECTION 2. Chapter 19.63 of Title 19 of the Roseville Municipal Code is hereby added to read as follows:

Chapter 19.63 MARIJUANA CULTIVATION AND USE

19.63.010 Purpose and applicability.

The city council adopts this chapter based on the following:

A. Purpose. The purpose and intent of this chapter is to regulate the cultivation of marijuana in a manner that protects the health, safety and welfare of the community. This chapter is not intended to interfere with a patient's right to medical marijuana, as provided for in California Health and Safety Code Section 11362 and California Business and Professions Code Section 19300 et seq., as may be amended, nor does it criminalize ~~medical~~ marijuana possession or cultivation by specifically defined classifications of persons, pursuant to State law. This chapter is not intended to give any person independent legal authority to grow marijuana; it is intended simply to impose zoning restrictions on the cultivation of marijuana when it is authorized by California State law ~~for medical or other purposes~~.

B. Applicability. No part of this chapter shall be deemed to conflict with Federal law as contained in the Controlled Substances Act, ~~21 U.S.C. Section 800 et seq.~~, nor to otherwise permit any activity that is prohibited under that Act or any other local, State or Federal law, statute, rule or regulation. The cultivation of marijuana in the City of Roseville is controlled by the provisions of this chapter of the municipal code, State law, and Federal law.

19.63.020 Definitions.

For the purposes of this chapter, the words and phrases shall have the same meanings respectively ascribed to them by this section:

A. "Authorized grower" means a person with an identification card, primary caregiver, ~~or~~ qualified patient, or a person who is authorized by Federal or State law to grow

marijuana for personal ~~medical~~ use in compliance with local, State or Federal laws authorizing such marijuana cultivation.

B. “Accessory structure” shall mean a fully enclosed and secured structure detached from a private residence on the same parcel and incidental to that private residence. It is the intent of this section to ensure that all accessory structures comply with Section 19.22.030 of this code.

CB. “Cannabis,” “marijuana,” “medical cannabis,” and/or “medical marijuana” shall be used interchangeably and means all parts of the plant Cannabis sativa linnaeus, Cannabis indica, or Cannabis ruderalis, whether for medical or non-medical purposes, including marijuana as defined by California Health and Safety Code Section 11018, as may be amended. This section does not mean “industrial hemp” as defined by California Food and Agricultural Code Section 81000, as may be amended, or California Health and Safety Code Section 11018.5, as may be amended.

DC. “Cultivation” or “cultivate” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of marijuana plants.

ED. “Enforcement officer” means the chief of police, City of Roseville code enforcement officer, or any designee of either of them.

FE. “Fully enclosed and secure structure” means a space within a building-parcel that complies with the California Building Code, as adopted in the City of Roseville, or if exempt from the permit requirements of the California Building Code, that has a complete roof enclosure supported by connecting walls extending from the ground to the roof; a foundation, slab or equivalent base to which the floor is secured by bolts or similar attachments; is secure against unauthorized entry; and is accessible through one or more lockable doors. Walls and roofs must be constructed of solid materials that cannot be easily penetrated or breached, such as two-inch

by four-inch nominal or thicker studs overlaid with three-eighths inch or thicker plywood or the equivalent. Plastic sheeting, regardless of gauge, or similar products, do not satisfy this requirement. If indoor grow lights or air filtration systems are used, they must comply with the California Building, Electrical, and Fire Codes as adopted in the City of Roseville._

GF. “Immature marijuana plant” means a marijuana plant, whether male or female, that has not yet flowered and which does not yet have buds that are readily observed by unaided visual examination.

HG. “Indoors” means within a fully enclosed and secure structure as that structure is defined in subsection FE.

IH. “Mature marijuana plant” means a marijuana plant, whether male or female, that has flowered and which has buds that are readily observed by unaided visual examination.

J. “Medical Purpose” shall mean cultivation of marijuana by a primary caregiver, qualified patient, and/or person with an identification card for personal medical purposes, as provided by California Health and Safety Code 11362.5 et seq.

K. “Non-Medical Purpose” shall mean cultivation of marijuana by a person other than a primary caregiver, qualified patient, and/or person with an identification card, who is otherwise authorized under local, State or Federal laws to cultivate marijuana, for personal non-medical use.

LI.—“Outdoor” means any location within the City of Roseville that is not within a fully enclosed and secure structure.

MJ. “Parcel” means property assigned a separate parcel number by the Placer County assessor.

~~NK.~~—“Person” means any individual, partnership, co-partnership, firm, association, joint stock company, corporation, limited liability company or combination of the above in whatever form or character.

~~OL.~~ “Person with an identification card” shall have the same definition as California Health and Safety Code Section 11362.5 et seq., as may be amended, California Business and Professions Code Section 19300 et seq., as may be amended, and as may be amended by California Department of Public Health’s “Medical Marijuana Program”.

~~PM.~~ “Primary caregiver” shall have the same definition as in California Health and Safety Code Section 11362.5 et seq., as may be amended, and California Business and Professions Code Section 19300 et seq., as may be amended.

~~Q.~~ “Private residence” means a house, apartment unit, mobile home, or other similar dwelling unit.

~~R.~~ “Public place” shall mean any place or area open to the public, including but not limited to public streets, sidewalks, right-of-ways, parks, public parking facilities, any public transit services, and/or property or programs owned or operated by the City.

~~SN.~~—“Qualified patient” shall have the same definition as in California Health and Safety Code Sections ~~1~~ 11362.5 et seq., as may be amended.

19.63.030 Outdoor cultivation.

It is hereby declared to be unlawful, a public nuisance, and a violation of this chapter for any person owning, leasing, occupying, or having charge or possession of any parcel, property, and/or private residence, within any zoning district in the City of Roseville to cause or allow

such ~~parcel, property, and/or private residence premises~~ to be used for the outdoor cultivation of marijuana plants.

19.63.040 Cultivation of marijuana—Regulations for residential zones.

A. When authorized by State law, an authorized grower shall be allowed to cultivate marijuana indoors in a private residence or accessory structure in residential zones, subject to the following regulations:

1. The private residence or accessory structure does not exceed the maximum allowed cultivation. For purposes of this section the “maximum allowed cultivation” shall be:

a. No more than six (6) marijuana plants per private residence or accessory structure, regardless of whether they are mature marijuana plants or immature marijuana plants, when the marijuana cultivation is for a non-medical purpose; or

b. No more than 50 square feet and 10 feet in height per private residence or accessory structure, when the marijuana cultivation area is for a medical purpose.

~~—The marijuana cultivation area shall not exceed 50 square feet and not exceed 10 feet in height per residence.~~

2. Marijuana cultivation lighting shall not exceed 1,200 watts total.

3. The use of gas products (CO₂, butane, etc.), including “volatile solvents” as defined by California Health and Safety Code Section 11362.3(d), for marijuana cultivation or processing is prohibited.

4. From a public right-of-way, there shall be no exterior evidence of marijuana cultivation either within or outside the ~~residence~~private residence or accessory structure.

~~5. The residence where the marijuana cultivation occurs shall be the primary residence of the authorized grower.~~

56. The authorized grower shall not participate in marijuana cultivation in any other ~~residential~~ location within the City of Roseville.

67. The ~~residence~~ private residence shall maintain kitchen, bathrooms, and primary bedrooms for their intended use and not be primarily or exclusively for marijuana cultivation.

78. The marijuana cultivation area shall be in compliance with the current edition of the California Building Code ~~Section 1203.4 Natural ventilation or Section 402.3 Mechanical ventilation (or its equivalent(s))~~, as adopted by the City of Roseville.

89. The building official for the City of Roseville may require additional specific standards to meet the California Building Code and Fire Code, including, but not limited to, installation of fire suppression sprinklers.

940. The marijuana cultivation area shall not adversely affect the health or safety of the occupants of other property by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, vibration, or other impacts, and shall not be maintained so as to constitute a hazard due to use or storage of materials, processes, products or wastes.

B. Any proposed marijuana cultivation by an authorized grower for a medical purpose that does not meet the grow area standard of subsection (A)(1) shall require the prior written determination of the City Manager for the City of Roseville, or designee, of the need for additional cultivation area.

1. Documentation, such as a physician's recommendation or verification of more than one authorized grower living in the residence, shall be submitted with the request showing why the cultivation area standard is not feasible.
2. The request for determination shall include written permission from the record property owner and no determination and authorization for additional area of marijuana cultivation shall issue without the written permission of the record property owner.
3. An approved marijuana cultivation area that exceeds 50 square feet shall conform to the following standards:
 - a. It shall be in compliance with subsections (A)(1) through (10).
 - b. The marijuana cultivation area shall not exceed an additional 49 square feet for a total of 99 square feet per residence and shall not exceed 10 feet in height per residence.
4. Any written determination of the need for additional cultivation area shall be issued for a period not exceeding one year, but may be renewed upon review of a subsequent submittal of the required documentation.

19.63.050 Indoor cultivation of marijuana restricted to authorized grower.

It is hereby declared to be unlawful, a public nuisance and a violation of this chapter for any person owning, leasing, occupying, or having charge or possession of any parcel, property, and/or private residence, within the City of Roseville to cause or allow such parcel, property, and/or private residence to be used for the cultivation of marijuana, unless the person is authorized by State law to grow marijuana, and such authorized grower is complying with all requirements of this chapter.

19.63.060 Public nuisance prohibited.

It is hereby declared to be unlawful and a public nuisance for any person ~~owning, leasing, occupying, or having charge or possession of any parcel within the City of Roseville~~ to create a public nuisance in the course of cultivating and/or using marijuana or marijuana products plants ~~or any part thereof~~ in any location, indoor or outdoor. A public nuisance may be deemed to exist, if such activity produces:

A. Odors which are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public.

B. Repeated responses to the parcel, property, and/or private residence, from law enforcement officers.

C. A repeated disruption to the free passage of persons or vehicles in the immediate neighborhood, excessive noise which is disturbing to people of normal sensitivity on adjacent or nearby property or areas open to the public.

D. Any other impacts on the neighborhood or public generally which are disruptive of normal activity in the area, including but not limited to smoking or ingesting marijuana or marijuana products in any public place, smoking marijuana or marijuana products in a location where smoking tobacco is prohibited, or any other prohibited activities outlined in California Health and Safety Code Section 11362.3(a), as may be amended from time to time.

19.63.070 Violation.

Cultivation of marijuana on any parcel, property, and/or private residence, within the City that does not comply with this chapter constitutes a violation of this zoning ordinance and is subject to the penalties and enforcement as provided in Section 19.63.080 of this chapter and Chapter 19.90 of this title.

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 4. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk