ROCKLIN CITY COUNCIL SPECIAL

City Council Special Meeting
City Hall - Council Chambers
3970 Rocklin Rd. Rocklin, CA 95677
Website: www.rocklin.ca.us

November 19, 2024
Closed Session at 5:00 p.m.
General Session at 6:00 p.m.

GREG JANDA, *Mayor*
JILL GAYALDO, *Vice Mayor*
DAVID BASS, *Council Member*
KEN BROADWAY, *Council Member*
BILL HALLDIN, *Council Member*

ALY ZIMMERMANN, *City Manager*
MATTHEW MCOMBER, *City Attorney*
DANIEL CHOE, *City Treasurer*
AVINTA SINGH, *City Clerk*

HOW TO PARTICPATE

The City of Rocklin welcomes your interest and involvement in the City's legislative process. The City Council has established a procedure for addressing the Council. Persons wishing to address the City Council are asked to voluntarily complete and submit a speaker identification sheet to the City Clerk. Speaker identification sheets are available near the entrance of the Council Chambers. For items listed on the agenda, any person may address the City Council at the time the item is considered. Speakers are requested to restrict their comments to the item as it appears on the agenda and stay within the required three-minute time limit. The Brown Act does not permit the City Council to take action on items brought up under Citizens Addressing the City Council.

WRITINGS RECEIVED AFTER AGENDA POSTING

Any writing or documents related to an agenda item for this meeting provided to the City Council will be made available for public inspection at City Hall, 3970 Rocklin Road, Rocklin, during normal business hours.

AMERICANS WITH DISABILITIES ACT

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in this meeting or other services in conjunction with this meeting, including receiving notices, agendas, and other writings in appropriate alternative formats, please contact our office at (916) 625-5560 at least 48 hours prior to the meeting or time when services are needed so that we may make every reasonable effort to accommodate you.

LEVINE ACT PROVISIONS

The Levine Act requires a party (or the party's agent(s)) to a proceeding before the City of Rocklin that involves any action or consideration to their contract, license, permit, or other entitlement for use, to disclose any campaign contribution made to a City elected or appointed officer (including Councilmembers, Planning Commissioners, and members of other City boards and commissions) totaling more than $250 within the 12 months before the City decision.

AUDIO/VISUAL PRESENTATIONS

If making a presentation regarding an agenda item, all audio/visual materials must be submitted to the City Clerk or Secretary at least 72 hours in advance. The City is not responsible for the compatibility or operation of non-city devices or the functionality of non-city presentations.

POSTING OF AGENDA

In accordance with Government Code Section 54954.2(a) this agenda was posted on the City's bulletin board at City Hall, 3970 Rocklin Road, Rocklin, and City of Rocklin website at www.rocklin.ca.us.

AGENDA

MEETING INSTRUCTIONS

The public may listen to audio or view the meeting via live stream at https://www.rocklin.ca.us/agendas-minutes. For those that do not plan on attending in person, but wish to make a public comment during the meeting, public comments will be accepted in email form until 3:00 p.m. on the meeting day. Public comments should be submitted to the City Clerk at PublicComments@rocklin.ca.us. Emailed public comments will be distributed to City Council and treated as a public record.

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION

CLOSED SESSION

CS1. Pursuant to Government Code Section 54957, Public Employee Performance Evaluation: City Manager.

REPORT OUT OF CLOSED SESSION

CALL GENERAL SESSION TO ORDER

PLEDGE OF ALLEGIANCE

CITIZENS ADDRESSING THE CITY COUNCIL

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

CONSENT CALENDAR

All items listed under the Consent Calendar are considered and acted upon by one Motion. Anyone may request an item be removed for separate consideration.

C1. Minutes of the October 22, 2024 Regular Meeting of the City Council
Recommendation: Approve the Minutes of the October 22, 2024 Regular Meeting of the City Council.

C2. California State Office of Traffic Safety - Selective Traffic Enforcement Grant Program
Recommendation: Adopt a Resolution of the City Council Of The City of Rocklin Ratifying the Submission of Office of Traffic Safety (OTS) Grant Application For Selective Traffic Enforcement Program (STEP) and Accepting an Award in the Amount of $75,000 and Authorize the City Manager to Sign the Grant Agreement and Necessary Grant Documentation.

C3. Citywide Circulation Element Update - Contract Amendment
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute the Third Amendment to the Professional Services Agreement with Fehr & Peers.

C4. Portable X-Ray System Purchase
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the Purchase of XIROS DR Portable X-Ray System Under the 2022 Homeland Security Grant Program-Urban Area Security Initiative.

C5. Whitney Ranch Unit 1 - Notice of Completion Public Improvements
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as Whitney Ranch Unit 1 Subdivision, Public Landscape Improvements and Open Space (SD2022-0002), Approving the Notice of Completion, and Authorizing and Directing the Senior Engineer to Execute Said Notice on Behalf of the City (Sunset Ranchos Investors, LLC).

C6. Authorization Increase for Purchases through Cooperative Purchase Agreements
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Increase the Purchasing Authorization Amount with Nutrien Ag Solutions, Inc. for Various Parks and Landscape Purchases through Cooperative Purchase Agreements for Fiscal Year 2024/25.

C7. Green River Holdings, LLC, Landscape Maintenance Agreement
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Directing Execution of a Landscaping Maintenance Agreement (Green River Holdings, LLC).

C8. 2025 Dig Outs Project - Bid Award

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the 2025 Dig Outs Project to Central Valley Engineering & Asphalt, Inc. and Authorizing the City Manager to Execute an Agreement.

C9. Woodside Drainage Repair Notice of Completion

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as the Woodside Drainage Repair, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Central Valley Engineering & Asphalt, Inc.).

C10. Sunset Whitney Recreation Area Improvements

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Amendment No. 2 to the Sunset Whitney Recreation Area Master Plan Contract for Services with Melton Design Group, Inc.
B. Adopt a Resolution of the City Council of the City of Rocklin Approving the First Amendment to the Professional Services Contract with RSC Engineering, Inc. for Engineering Services for the Sunset Whitney Recreation Area Improvements Project and Authorizing the City Manager to Execute the Amendment.

PUBLIC HEARINGS

Public Hearings may be reordered by the Mayor with the consent of the legislative body.

PH1. Rocklin Municipal Code Amendments Regarding the Prohibited Use of Motorized Vehicles in Recreation Areas

Recommendation: Conduct a Public Hearing and Consider the Following Action: Introduce, Waive Full Reading, and Read by Title Only, An Ordinance of the City Council of the City of Rocklin to Amend Section 12.20.045(C) and Add Enforcement Provisions as Section 12.20.046 to the Rocklin Municipal Code Regarding the Prohibited Use of Motorized Vehicles in Recreation Areas.

PH2. Annexation Into Community Facilities District No. 1 (West Stanford Ranch Public Storage, APN 017-086-013-000)

Recommendation: Conduct a Public Hearing and Consider the Following Actions:

A. Adopt a Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 1 (Annexation No. 90), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (West Stanford Ranch Public Storage, APN 017-086-013-000).

B. Adopt a Resolution of the City Council of the City of Rocklin Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 1 (Annexation No. 90) (West Stanford Ranch Public Storage, APN 017-086-013-000).

ADJOURNMENT

City Council Special Staff Report

Subject: Minutes of the October 22, 2024 Regular Meeting of the City Council

Date: November 19, 2024

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the October 22, 2024 Regular Meeting of the City Council.

ATTACHMENTS:
1. DRAFT City Council Meeting Minutes of October 22, 2024

ROCKLIN CITY COUNCIL

City Council Regular Meeting
City Hall - Council Chambers
3970 Rocklin Rd. Rocklin, CA 95677
Website: www.rocklin.ca.us

October 22, 2024
Closed Session 5:30 p.m.
General Session 6:00 p.m.

Notice of Teleconference Meeting Location:
Hyatt Regency Sonoma
170 Railroad St.
Santa Rosa, CA 95401

MEETING MINUTES
-DRAFT-

CALL TO ORDER

Vice Mayor Gayaldo called the meeting to order at 5:30 p.m.

ROLL CALL

Present: Councilmembers David Bass (via teleconference), Ken Broadway, Bill Halldin, and Vice Mayor Jill Gayaldo

Absent: Mayor Greg Janda

PUBLIC COMMENT ON CLOSED SESSION

There were none.

Members of the City Council left the Council Chambers and convened Closed Session at 5:32 p.m.

CLOSED SESSION

CS1. Pursuant to Government Code Section 54956.9(d)(1), Conference with Legal Counsel, Existing Litigation City of Rocklin v. Legacy Family Adventures and David Busch, El Dorado Superior Court Case No. PC2019039.

CS2. Pursuant to Government Code section 54957.6, Conference with Labor Negotiators, Agency Representatives: City Manager Aly Zimmermann, Director of Administrative Services Tameka Usher, and Deputy Director of Administrative Services Daniel Choe; Employee Organizations: Rocklin Firefighter's Union Local 3847, Rocklin Police Officers' Association, and Rocklin Public Safety Managers.

Members of the City Council returned to the Council Chambers at 6:10 p.m.

REPORT OUT OF CLOSED SESSION

There was no reportable action.

CALL GENERAL SESSION TO ORDER

Vice Mayor Gayaldo called General Session to order at 6:10 p.m.

PLEDGE OF ALLEGIANCE

Vice Mayor Gayaldo led the pledge of allegiance.

ROLL CALL

Present: Councilmembers David Bass (via teleconference), Ken Broadway, Bill Halldin, and Vice Mayor Jill Gayaldo

Absent: Mayor Greg Janda

AGENDA REVIEW

None.

CITIZENS ADDRESSING THE CITY COUNCIL

The following speakers addressed the City Council as volunteers of the United Sovereign Americans and presented a Resolution for a Valid 2024 Election for future consideration.

Mr. Brian Faircloth
Mr. Brian Brubaker
Mr. William Trathien
Ms. Laura Burns
Ms. Adrianne Uhl

The following speakers from the Clover Valley Foundation as well as residents of Whitney Oaks and Springfield Homeowners Associations addressed the City Council regarding the Westridge housing project.

Mr. Doug Brewer
Mr. Tony Rakocija
Mr. Michael McGrann
Ms. Allison Miller Kreiser
Mr. Marc Flacks
Mr. Michael Stark
Ms. Katie Coughlin
Ms. Margaret Lubinski
Ms. Diane Butler
Mr. Mike Dour
Ms. Nancy Sherman

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Reports from the City Council will include any AB1234 Reports.

Councilmember Bass shared that he was participating remotely as he was away teaching at a conference.

Councilmember Halldin reported attendance at a meeting of the Western Placer Waste Management Authority sharing that the construction of the Materials Recovery Facility was underway.

Vice Mayor Gayaldo reported attendance at The Growth Factory Business Expo; attended the Placer County Law Enforcement Chaplaincy's BBQ fundraiser; attended the Rocklin Police Activities League cornhole tournament; participated in a 2x2 meeting along with Mayor Janda and two Placer County Board Supervisors; attended the Sacramento Area Council of Governments Board of Directors meeting; attended the last concert at Quarry Park and expressed her appreciation to Parks and Recreation staff for organizing the concert series this year; attended the Mosquito Vector Control District board meeting; attended the groundbreaking for the new Nugget Market located in Whitney Ranch noting the project was estimated to be completed in a year; shared that progress was being made on the construction of the bike pump track located at Whitney Community Park, adding that the new parking area had been completed; and attended a plaque dedication in Quarry Park.

City Manager Zimmermann shared that City facilities will be closed on November 11, 2024 in observance of Veterans Day; the November 12, 2024 City Council Meeting will be canceled due to scheduling conflicts, and a Special City Council Meeting will be held on November 19, 2024.

CONSENT CALENDAR

All items listed under the Consent Calendar are considered and acted upon by one Motion. Anyone may request an item be removed for separate consideration.

C1. Minutes of the October 3, 2024 Special Meeting of the City Council
Action: Approved the Minutes of the October 3, 2024 Special Meeting of the City Council.

C2. Minutes of the October 8, 2024 Regular Meeting of the City Council
Action: Approved the Minutes of the October 8, 2024 Regular Meeting of the City Council.

C3. Proclamation Declaring October 23-31, 2024 as Red Ribbon Week
Action: Approved a Proclamation Declaring October 23-31, 2024 as Red Ribbon Week, and Designated the Mayor to Sign the Proclamation on Behalf of the City Council.

C4. Appointment to the Parks and Recreation Commission
Action: Adopted Resolution 2024-231 of the City Council of the City of Rocklin Making an Appointment to the Parks and Recreation Commission.

C5. City of Rocklin Readopting the City of Rocklin Conflict of Interest Code Update
Action: Adopted Resolution 2024-232 of the City Council of the City of Rocklin Readopting the City of Rocklin Conflict of Interest Code and Amending the Titles of Designated Employees.

C6. Quarterly Treasurer's Report
Action: Received the Treasurer's Report for the Quarter Ending June 30, 2024.

C7. Designation of City's Agent for the Purpose of Obtaining State and Federal Disaster Financial Relief and Emergency Assistance
Action: Adopted Resolution 2024-233 of the City Council of the City of Rocklin Designating Applicant's Agent for the Purposes of Obtaining State and Federal Disaster Relief and Emergency Assistance.

C8. Information Technology Strategic Plan Contract
Action: Adopted Resolution 2024-234 of the City Council of the City of Rocklin Awarding and Approving A Professional Services Contract with SDI Presence LLC for the IT Strategic Plan

C9. Authorization Increase for IT Purchases through Cooperative Purchase Agreements
Action:
A. Adopted Resolution 2024-235 of the City Council of the City of Rocklin Authorizing the City Manager to Increase the Purchasing Authorization Amount with CDW-G for Various IT Purchases through Cooperative Purchase Agreements for Fiscal Year 2024/25.
B. Adopted Resolution 2024-236 of the City Council of the City of Rocklin Authorizing the City Manager to Increase the Purchasing Authorization Amount with Dell Marketing LP for Various IT Purchases through Cooperative Purchase Agreements for Fiscal Year 2024/25.

C10. City Attorney Employment Agreement - First Amendment
Action: Adopted Resolution 2024-237 of the City Council of the City of Rocklin Approving the First Amendment to the Employment Agreement with the City Attorney and Authorizing the Mayor to Execute the Amendment.

C11. California Natural Resources Agency - Grant Agreement
Action: Adopted Resolution 2024-238 of the City Council of the City of Rocklin Accepting State General Fund Grants Funds for the Sunset Whitney Connector Bridge and Authorizing the City Manager to Execute Required Documents.

C12. Community Development Department Quarterly Building Report
Action: Received the Quarterly Building Report for the Quarter ending September 30, 2024.

C13. Park Drive Pavement Rehabilitation Project – Notice of Completion
Action: Adopted Resolution 2024-239 of the City Council of the City of Rocklin Accepting the Public Work Known as the Park Drive Pavement Rehabilitation Project (Project No. 50005), Approving the Notice of Completion, and Authorizing and Directing the Senior Engineer to Execute Said Notice on Behalf of the City.

C14. Whitney Ranch Parkway Widening Project
Action: Adopted Resolution 2024-240 of the City Council of the City of Rocklin Waiving a Discrepancy in the Low Bid and Awarding a Construction Contract for the Whitney Ranch Parkway Widening Project to Carone and Company, Inc. and Authorizing the City Manager to Execute the Agreement.

C15. Target Solutions Learning, LLC Agreement
Action: Adopted Resolution 2024-241 of the City Council of the City of Rocklin Approving and Ratifying a Contract with Target Solutions Learning, LLC and Authorizing the City Manager to Sign Subsequent Amendments.

C16. Central Valley Information Sharing System Memorandum of Understanding and Cost Sharing Agreement
Action: Adopted Resolution 2024-242 of the City Council of the City of Rocklin Approving an Evergreen Memorandum of Understanding for Data Sharing with Central Valley Information Sharing System (CVISS) and Evergreen Cost Share Agreement and Authorizing the Police Chief to Execute the MOU and Cost Sharing Agreement and Subsequent Amendments.

C17. Pest Control Services Notice of CEQA Exemption and Contract Award
Action:
A. Adopted Resolution 2024-243 of the City Council of the City of Rocklin Approving a Notice of Exemption (Pest Control Services for the City of Rocklin Facilities 2024).
B. Adopted Resolution 2024-244 of the City Council of the City of Rocklin Awarding

the Contract for Pest Control Services for City of Rocklin Facilities 2024 to Advanced Integrated Pest Management, Inc. (Advanced IPM) and Authorizing the City Manager to Execute the Contract for Services.

C18. Atherton Sewer Truck Line Upgrade Project - Easement Acquisition
Action: Adopted Resolution 2024-245 of the City Council of the City of Rocklin Authorizing the City Manager to Execute a Purchase and Sale Agreement and Necessary Related Documents for the Purchase of an Additional Sewer Easement at 695 Menlo Drive (APN 017-281-010 and APN 017-281-012) for the Northwest Rocklin Sewer Annexation Construction with GAP, INC.

PUBLIC COMMENT

There were none.

Motion to approve Consent Calendar Item Nos. C1 through C18 by Councilmember Broadway, noting the additional background information provided in the Blue Memo for Item C18; seconded by Councilmember Halldin. Passed by the following roll call vote:

Ayes:	Councilmember Bass, Broadway, Halldin Vice Mayor Gayaldo
Noes:	None
Absent:	Mayor Janda
Abstain:	None

PRESENTATIONS

In addition to those items listed on the agenda, the Mayor may add additional ceremonial matters.

P1. Proclamation Declaring October 23-31, 2024 as Red Ribbon Week

Vice Mayor Gayaldo read the proclamation and presented it to Rocklin Police Captain Luke Sincerny.

P2. Update on Current PCTPA Planning Efforts

Senior Transportation Planner Cory Peterson with the Placer County Transportation Planning Agency (PCTPA) provided an update on the Countywide Active Transportation Plan and Unmet Transit Needs (UTN) Process.

Councilmember Broadway asked about the distribution of the survey and how the determination was made on which residents would receive the email encouraging feedback. Mr. Peterson shared that the PCTPA maintains an email distribution list and has multiple ways of encouraging feedback including through their website, social

media and dissemination of emails, flyers handed out at community events, and also coordinating outreach with city organizations as well.

Mr. Peterson noted for Councilmember Broadway that there were many grants available for active transportation, noting the most common on the state level was the Active Transportation Program (ATP) which conglomerated federal and state funds, additionally there were federal and local transportation funds. He underscored that the purpose of ATP was to get projects grant ready and prioritized by feedback received from the community, adding that the PCTPA regularly coordinates with cities to facilitate the submission of grants.

Vice Mayor Gayaldo expressed that there were many great bike trails, however the connectors between the trails were a challenge. She emphasized that since Rocklin had two college campuses, there was an opportunity to get students out of cars and onto bikes once there is a clear path in place to the higher learning facilities. She spoke favorably of the work being done by the PCTPA, including the prioritized list of projects.

PUBLIC COMMENT

Mr. Brian Faircloth asked if the survey respondents were Placer County residents. Mr. Peterson indicated that anyone can fill out the surveys, exemplifying responses have been received from individuals commuting to Placer County from neighboring areas including Sacramento County. He shared that per a recent regional transportation plan survey conducted which included zip code as a location identifier, over 90% of the responses received were from Placer County residents.

Mr. Benjamin Bjorkman shared that he does not feel endangered by vehicles when walking through the City; cautioned that if more pressure is placed on cars, the less amenable Rocklin will be to its citizens and businesses; felt that sufficient efforts were already being made to cater to hikers and bicyclists with additional infrastructure not necessary; and did not favor furthering connectivity with surrounding cities.

FUTURE AGENDA ITEMS

There were none.

PUBLIC COMMENT ON CLOSED SESSION

There were none.

Members of the City Council left the Council Chambers and reconvened Closed Session for Item No. CS2 at 7:13 p.m.

CLOSED SESSION

CS2. Pursuant to Government Code section 54957.6, Conference with Labor Negotiators, Agency Representatives: City Manager Aly Zimmermann, Director of Administrative Services Tameka Usher, and Deputy Director of Administrative Services Daniel Choe; Employee Organizations: Rocklin Firefighter's Union Local 3847, Rocklin Police Officers' Association, and Rocklin Public Safety Managers.

Members of the City Council returned to the Council Chambers at 8:10 p.m.

REPORT OUT OF CLOSED SESSION

There was no reportable action.

ADJOURNMENT

Vice Mayor Gayaldo adjourned the meeting at 8:10 p.m. in memory of Ms. Margaret Johnson.

This is to certify that the foregoing is a true and correct copy of the minutes of October 22, 2024 as approved by the Rocklin City Council.

_____

Avinta Singh, City Clerk

City Council Special Staff Report

Subject: California State Office of Traffic Safety - Selective Traffic Enforcement Grant Program

Date: November 19, 2024

Submitted By: Andrew Barrington, Officer
Chad Morris, Captain
Rustin Banks, Chief

Department: Police

Recommendation:
Adopt a Resolution of the City Council Of The City of Rocklin Ratifying the Submission of Office of Traffic Safety (OTS) Grant Application For Selective Traffic Enforcement Program (STEP) and Accepting an Award in the Amount of $75,000 and Authorize the City Manager to Sign the Grant Agreement and Necessary Grant Documentation.

Background:
The State of California Office of Traffic Safety (OTS), through grant funding made available to California by the National Highway Traffic Safety Administration (NHTSA), annually funds over $100 million in innovative, evidence-based education and enforcement programs and technologies designed to make California's roadways safer. OTS works with approximately 300 state and local agencies to make the most effective use of federal grant program funds.

The OTS mission is to effectively administer traffic safety grants that deliver innovative programs and eliminate traffic fatalities and injuries on California roadways.

On January 26, 2024, the Rocklin Police Department submitted a Grant Application to OTS for the Selective Traffic Enforcement Program (STEP) for grant Number PT25114 for the period of October 1, 2024 to September 30, 2025. The application was submitted in compliance with the guidance provided in the California Office of Traffic Safety Grant Program Manual.

The application highlighted specific traffic accident primary collision factors and other influences that lead to fatal and/or injury collisions in Rocklin, such as unsafe speed, failure to stop at red lights, and unsafe turning movements. In addition, it documented the significant problems related to distracted drivers/driving. In 2023, Rocklin Police Officers issued 615 cell phone citations, up from 460 in 2022.

To address these primary collision factors and other influences, Rocklin's grant performance measures will include directed speed enforcement operations near collision sites, targeted

enforcement operations at intersections where collisions were reported, and the performance of scheduled enforcement operations near areas reporting unsafe turning maneuvers. The Police Department would conduct highly visible and publicized directed enforcement operations to aggressively enforce cell phone laws.

This grant funding allows the Rocklin Police Department to conduct various valuable operations and training.

On July 8, 2024 the authorizing officer of the Office of Traffic Safety accepted the City's submittal and tentatively approved an award in the amount of $75,000. On or about September 23, 2024 the Office of Traffic Safety approved the grant for the full amount of $75,000.

The Grant Agreement being presented today is the final document, pending the California Office of Traffic Safety's own funding award from the Federal Government. The California Office of Traffic Safety awards funding for California law enforcement agency award recipients from a yearly funding that they receive from the Federal Government.

Fiscal Impact:
There is no additional fiscal impact associated with the staff recommendation. This grant funding does not require a City match. The staff recommendation includes the necessary budgetary authority to implement and administer the grant in the Traffic Safety/Police Grants Fund (244).

ATTACHMENTS:
1. Resolution
2. Grant Agreement - PT25114 Rocklin Police Department

RESOLUTION NO. 2024-

ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN RATIFYING THE SUBMISSION OF OFFICE OF TRAFFIC SAFETY (OTS) GRANT APPLICATION FOR SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) AND ACCEPTING AN AWARD IN THE AMOUNT OF $75,000 AND AUTHORIZE THE CITY MANAGER TO SIGN THE GRANT AGREEMENT AND NECESSARY GRANT DOCUMENTATION

WHEREAS, the State of California Office of Traffic Safety (OTS), through grant funding made available to California by the National Highway Traffic Safety Administration (NHTSA), annually funds over $100 million dollars in innovative, evidence-based education and enforcement programs and technologies designed to make California's roadways safer; and

WHEREAS, OTS works with approximately 300 state and local agencies to make the most effective use of federal grant program funds; and

WHEREAS, on January 26, 2024 Rocklin Police Department submitted a Grant Application to OTS for the Selective Traffic Enforcement Program (STEP) for grant Number PT25114 for the period of October 1, 2024 to September 30, 2025 in compliance with the guidance provided in the California Office of Traffic Safety Grant Program Manual; and

WHEREAS, on July 8, 2024 the authorizing officer of the Office of Traffic Safety accepted the City's submittal and tentatively approved a grant award of $75,000, which was later approved on or about September 23, 2024 by the Office of Traffic Safety.

NOW, THEREFORE, the City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council of the City of Rocklin hereby ratifies the submission of Office of Traffic Safety (OTS) Grant Application for Selective Traffic Enforcement Program (STEP) for Grant Number PT25114 and accepts the Grant award in the amount of $75,000 with the specific terms of the Grant Agreement for the period of October 1, 2024 through September 30, 2025.

Section 2. The City Council of the City of Rocklin hereby authorizes the City Manager to sign the Grant Agreement and sign subsequent amendments consistent with the Application's subject matter and scope of work and subject to City Attorney approval as to form.

Section 3. The City Council of the City of Rocklin hereby authorizes the City Manager or designee to execute and submit any and all necessary documentation and take any necessary financial actions, including budgeting and accounting, to implement and administer the Grant in accordance with Grant requirements and City policies.

PASSED AND ADOPTED this 19th day of November, 2024, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Rocklin

3. Grant Period
From: 10/01/2024
To: 09/30/2025

4. AGENCY UNIT TO ADMINISTER GRANT
Rocklin Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $75,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR
NAME: Rustin Banks
TITLE: Chief of Police
EMAIL: rustin.banks@rocklin.ca.us
PHONE: (916) 625-5400
ADDRESS: 4080 Rocklin Road
Rocklin, CA 95677

(Signature) *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Aly Zimmerman
TITLE: City Manager
EMAIL: alyz@rocklin.ca.us
PHONE: 916-625-5585
ADDRESS: 3970 Rocklin Road
Rocklin, CA 95677

(Signature) *(Date)*

C. FISCAL OFFICIAL
NAME: Daniel Choe
TITLE: Deputy Director of Administrative Services
EMAIL: daniel.choe@rocklin.ca.us
PHONE: (916) 625-5024
ADDRESS: 3970 Rocklin Road
Rocklin, CA 95677

(Signature) *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Barbara Rooney
TITLE: Director
EMAIL: barbara.rooney@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	9. SAM INFORMATION
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	SAM #: F9JTDAHKSBX5 REGISTERED ADDRESS: 3970 Rocklin Road CITY: ROCKLIN ZIP+4: 95677-2720

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
402PT-25.1	20.600	0521-0890-101	2023	12/23	BA/23	$7,105.00
164AL-25.1	20.608	0521-0890-101	2023	12/23	BA/23	$9,042.00
402PT-25	20.600	0521-0890-101	2024	22/24	BA/24	$25,895.00
164AL-25	20.608	0521-0890-101	2024	22/24	BA/24	$32,958.00
				AGREEMENT TOTAL		**$75,000.00**

AMOUNT ENCUMBERED BY THIS DOCUMENT
$75,000.00

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
$ 0.00

OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$75,000.00**

1. PROBLEM STATEMENT

The City of Rocklin is a rapidly growing, primarily residential community of approximately 75,000 people. It is bordered to the north by Loomis and Lincoln and to the south and west by Roseville. There are two major freeways, Interstate 80 and Highway 65, which run through the city with numerous exits into Rocklin. There are 21 highly ranked public schools, with the newest just opening in August of 2022. These generate heavy morning and afternoon pedestrian and vehicular traffic. The schools accept students from neighboring cities, which further increases the traffic volume during those times. Sierra Community College, which hosts approximately 20,000 students per year at their Rocklin Campus, generates significant weekday traffic. There are several major commercial stores on the northeast end of the city, in close proximity to I-80, including a Bass Pro Shop, Walmart Superstore, Target, and a number of high end auto dealers, which draws a significant amount of traffic to the area during both weekdays and weekends. A nearby casino just outside of the city limits is a major area tourist attraction off of Highway 65 bringing vehicular traffic from all over the state into the northwest side of Rocklin.

The Rocklin Police Department's Traffic Unit once consisted of three officers and a sergeant. During the economic recession of the late 2000s, the Traffic Unit was reduced to just two officers. In 2021, the Department began rebuilding the traffic unit with a new sergeant and traffic officer. Staffing shortages have kept the unit from expanding though a second traffic officer has been selected and will join the unit once staffing has returned to acceptable minimums.

Unsafe speed has been the most common primary crash factor in six of the last seven years, accounting for 20% of all injury crashes in 2023. Furthermore, speed was found to be a contributing factor in two fatal crashes that occurred in October of 2022. And since as speed increases, so does the probability of injury and death when a vehicle is involved in a crash, speeding remains a primary concern for our department.

Failure to stop for red lights has consistently been amongst the top three primary crash factors, representing a close second most common PCF in 2023 with 19% of all injury crashes. Many of these red light crashes occurred in the previously mentioned commercial areas near Target, Walmart, Bass Pro, etc. As Rocklin has continued to grow, both in population, and with major commercial establishments, we have seen more traffic from outside of Rocklin traveling to our city.

Our local data showed that unsafe turning movements accounted for the third most common primary crash factor representing 14% of all injury crashes.

Another significant problem within the city is the presence of distracted drivers. It is much more difficult to quantify through crash statistics because none of the cell phone laws can be used as a primary crash factor. Furthermore, cell phone use is much more difficult to prove at the scene of a crash, like unsafe speed can be proven through skids, or red light violations through traffic cameras, and because drivers in crashes are unlikely to admit they were using a cell phone to investigating officers. However, Rocklin PD officers have aggressively enforced cell phone violations over the past several years. In 2023 RPD officers issued 615 cell phone citations, up from 460 cell phone citations in 2022.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.

10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	**Target Number**
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a “DUI BOLO” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	3
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
7. Conduct DUI Saturation Patrol operation(s).	8
8. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	14
9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	9
10. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	2
11. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	1
12. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2

13. Participate in highly visible collaborative DUI Enforcement operations.	3
14. Participate in highly visible collaborative Traffic Enforcement operations.	2

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted in the first quarter.
- All grant related purchases needed to implement the program should be made in the first quarter.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements:

Issue a press release approved by the OTS PIO announcing the kick-off of the grant by November 15, but no sooner than October 1. The kick-off release must be approved by the OTS PIO and only distributed after the grant is fully signed and executed. If you are unable to meet the November 15 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all Powerpoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, press releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a press release, educational material, or link to social media post. The OTS-supplied kick-off press release templates and any kickoff press releases are an exception to this policy and require prior approval before distribution to the media and public.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy to your OTS grant coordinator. Optimum lead time would be 7 days prior to the scheduled release date, but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Press releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are exempt from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is

happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).

- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are exempt from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval. Please send to the OTS PIO at pio@ots.ca.gov for approval and copy your grant coordinator at least 3 business days prior to the scheduled release date.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any press releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary

of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
402PT-25	20.600	State and Community Highway Safety	$33,000.00
164AL-25	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$42,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164AL-25	$10,500.00	2	$21,000.00
DUI Saturation Patrols	164AL-25	$1,500.00	8	$12,000.00
Collaborative DUI Enforcement	164AL-25	$1,500.00	3	$4,500.00
Traffic Enforcement	402PT-25	$744.00	14	$10,416.00
Distracted Driving	402PT-25	$744.00	9	$6,696.00
Motorcycle Safety	402PT-25	$744.00	2	$1,488.00
Pedestrian and Bicycle Enforcement	402PT-25	$744.00	1	$744.00
Collaborative Traffic Enforcement	402PT-25	$744.00	2	$1,488.00
Traffic Safety Educational Presentations	402PT-25	$186.00	2	$372.00
Category Sub-Total				$58,704.00
B. TRAVEL EXPENSES				
In State Travel	402PT-25	$3,196.00	1	$3,196.00
				$0.00
Category Sub-Total				$3,196.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164AL-25	$4,500.00	1	$4,500.00
Radar Device	402PT-25	$2,400.00	2	$4,800.00
Mobile Printer	402PT-25	$950.00	4	$3,800.00
Category Sub-Total				$13,100.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$75,000.00**

BUDGET NARRATIVE
PERSONNEL COSTS DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
Traffic Safety Educational Presentations - Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel.
TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include Lifesavers in Long Beach and the OTS Traffic Safety Law Enforcement Forum. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES -
EQUIPMENT -
OTHER DIRECT COSTS DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device/Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed. Each item must have a unit cost of less than $5,000 (including tax and shipping).
Radar Device - Light detection and ranging device used to measure the speed of motor vehicles. This device will be used for speed enforcement. Costs may include lidar devices, batteries, tax, and shipping.
Mobile Printer - Mobile printers to be used with electronic citation devices for traffic officers to print the citation in the field. Costs include the purchase of the printer, accessories, and associated shipping and taxes.
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant.

Nothing in this “agreement” shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

The OTS grant funded activities must be separate from the CHP Cannabis Tax Fund Grant Program activities and maintained under separate accounting/tracking/other codes (example: the same DUI checkpoint may not be funded by both the CHP and the OTS).

Certifications and Assurances for Fiscal Year 2024 Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS
The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION
(applies to all subrecipients as well as States)
The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- *Executive Order 12898*, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (*advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source: *"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to all subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to all subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to all subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or

otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to all subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

ROCKLIN
CALIFORNIA

City Council Special Staff Report

Subject: Citywide Circulation Element Update - Contract Amendment

Date: November 19, 2024

Submitted By: Anna Leanza, Principal Planner
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute the Third Amendment to the Professional Services Agreement with Fehr & Peers.

Background:
On March 8, 2016, the City entered into a Professional Services Agreement with Fehr & Peers (Resolution No. 2016-52) to complete a variety of tasks related to the update of the City's Circulation Element. The not-to-exceed amount of the original contract was $242,000.

A number of project tasks had been completed, however, some changes in regional land use and infrastructure assumptions that arose in 2018 resulted in the need to complete additional rounds of analysis and increased the number of project related meetings. As a result, the first amendment to the contract to increase the contract amount by $22,000 (not to exceed total of $264,000) was approved on February 13, 2018 (Resolution No. 2018-24).

In late 2018 through 2019, the City then undertook an intensive effort to identify land use and zoning changes that would be needed to address the Regional Housing Needs Allocation (RHNA) that would be assigned to the City for the 6th Cycle Housing Element Update.

The RHNA land use and zoning changes required the consultant to complete further updates to the 2040 Traffic Model and revisit the analysis for both Level of Service (LOS) outcomes and Vehicle Miles Traveled (VMT). Additionally, staff recommended that the scope and budget be slightly increased to accommodate consultant attendance at additional meetings with staff and decision makers. As a result, the second amendment to the contract to increase the contract amount by $44,000 (not to exceed total of $308,000) was approved on November 10, 2020 (Resolution No. 2020-211).

Since the execution of the second amendment, this project has largely sat dormant. At that time the City Council was selecting Regional Housing Needs Allocation (RHNA) sites, and staff wanted that effort to be complete so the traffic model incorporated the land use/zoning

changes from RHNA to make sure we were having an accurate traffic modeling effort. Once the City Council approved the Housing Element and the RHNA sites in 2021, staff worked with Fehr & Peers to document and reflect those land use/zoning changes and verified potential trip generation calculations in the traffic model's Traffic Analysis Zones (TAZs), which are small subareas of the City that reflect the land uses and zoning of those areas and the potential generation of automobile trips based on those land uses and zoning). Most recently, in September 2024, after schools came back into session, traffic counts were collected at different locations throughout the City because the original effort had traffic counts from 2016, and those needed to be updated because of their age and the need to reflect the post-COVID work environment.

Due to the passage of time, to resume the effort it is now necessary to update traffic counts, the base year traffic model, and the estimated costs of the projects within the traffic impact fee program. In addition, it is now necessary to comply with the requirements of Senate Bill 743, which for purposes of environmental review, changed the metric of assessing traffic levels from level of service to vehicle miles traveled. As such, staff desires to amend the contract to include the cost of the additional efforts in the amount of $157,000, for a total amended contract amount of $465,000.

Fiscal Impact:
There is no additional fiscal impact to the General Fund from the staff recommendation. Sufficient funds are budgeted and available in the Fiscal Year 2024/25 Operating Budget.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Fehr & Peers Contract Amendment No. 3
3. Fehr & Peers Original Circulation Element Contract with Amendments 1 and 2

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE
THE THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
WITH FEHR & PEERS

WHEREAS, on March 8, 2016, the City and Fehr & Peers entered into a Professional Services Agreement for seven tasks, including Citywide Circulation Element Development, and the CIP/Traffic Impact Fee Program Update in an amount not to exceed $242,000; and

WHEREAS, on February 13, 2018, the City and Fehr & Peers entered into a first amendment to the Professional Services Agreement to add more services to the scope of work and increase the contract amount by $22,000, for a not-to-exceed amount of $264,000; and

WHEREAS, on November 10, 2020, the City and Fehr & Peers entered into a second amendment to the Professional Services Agreement to add more services to the scope of work and increase the contract amount by $44,000, for a not-to-exceed amount of $308,000; and

WHEREAS, Fehr & Peers has identified the need for additional services to complete the Citywide Circulation Element Development task; and

WHEREAS, the City desires to amend the Professional Services Agreement with Fehr & Peers to provide the additional services in the amount of $157,000, increasing the total not-to-exceed amount to $465,000.

NOW THEREFORE, BE IT RESOLVED BY the City Council of the City of Rocklin as follows:

Section 1. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute a third amendment to the Professional Services Agreement with Fehr & Peers for additional services to complete the Citywide Circulation Element Development task, in substantially the same form as attached hereto as Exhibit “A”.

PASSED AND ADOPTED this 19th day of November, 2024 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

AMENDMENT NO. 3
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ROCKLIN AND FEHR & PEERS

This Amendment is entered into on_____, by and between the City of Rocklin, a municipal corporation ("City") and Fehr & Peers ("Contractor") who agree as follows:

RECITALS

WHEREAS, the City and Contractor entered into a Professional Services Agreement dated March 8, 2016, in an amount not to exceed $242,000, approved by the City Council of the City of Rocklin by Resolution No. 2016-52; and

WHEREAS, on February 13, 2018, the City entered into the first amendment to the Professional Services Agreement with Fehr & Peers to modify the scope of work and increase the contract amount by $22,000, for a total not to exceed amount of $264,000, approved by the City Council of the City of Rocklin by Resolution No. 2018-24; and

WHEREAS, on November 10, 2020, the City entered into the second amendment to the Professional Services Agreement with Fehr & Peers to modify the scope of work and increase the contract amount by $44,000, for a total not to exceed amount of $308,000, approved by the City Council of the City of Rocklin by Resolution No. 2020-211; and

WHEREAS, the work contemplated in the Professional Services Agreement with Fehr & Peers is on-going and an amendment of the Professional Services Agreement as first amended on February 13, 2018, and as second amended on November 10, 2020, (hereafter "Agreement") is necessary to adjust the scope of work and the total contract amount by $157,000, for a not to exceed amount of $465,000.

AGREEMENT

NOW, therefore, the City and Contractor hereby agree to amend the Agreement as follows:

1. Changes to Time for Performance Provisions:

a. Section 6 of the Agreement entitled "Time for Performance" is amended to read as follows:

"6. Time for Performance. Time is of the essence, and, subject to City's compliance with Exhibit C and to the provisions of paragraph 3 of Exhibit D, failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract. Notwithstanding the foregoing, Consultant shall complete all services required by this Agreement by June 30, 2027."

b. Section 3 of Exhibit D to the Agreement entitled "Time" is amended to read as follows:

"3. Time. Consultant shall complete all services required by this Agreement by June 30, 2027. Consultant shall devote such time to the performance of the services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party."

2. Changes to the Scope of Work:

Exhibit A entitled "Scope of Work" is amended to include the additional services set forth in Exhibit A-1, attached hereto and incorporated herein by this reference.

3. Changes to the Payment for Services:

a. Exhibit B entitled "Payment for Services Rendered" is amended as follows:

The sentence "This contract amendment will result in a total not-to-exceed amount of $308,000" shall be amended to read as follows:

"This contract amendment will result in a total not-to-exceed amount of $465,000."

b. Exhibit B entitled "Payment for Services Rendered" shall also be amended to add the "Fee Estimate Calculation" attached hereto as Exhibit B-1 and incorporated herein by this reference.

4. Changes to the Standard Terms and Conditions:

c. Exhibit D Section 4 entitled "Insurance", subsection 1 entitled "General Liability" is amended to read as follows:

"Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit."

d. Exhibit D Section 4 entitled "Insurance", subsection 4 entitled "Error and Omissions" is amended to read as follows:
"Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than $2,000,000 per

occurrence or claim, $2,000,000 aggregate. Professional liability coverage shall extend for at least five years after completion of the Contractor's services under this Agreement."

e. Exhibit D Section 17 entitled "Counterparts" is amended to read as follows:

"17. Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include **digital electronic signatures** (DocuSign). The use of digital **electronic signatures** and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law."

f. Exhibit D Section 16 entitled "Attorney's Fees" is amended to read as follows:

"16. **Attorney's Fees**. In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party."

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

Executed as of the date first written above.

CONTRACTOR

By: _____
Ronald T. Milam, Vice President

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

APPROVED AS TO FORM:

By: _____
Crystal Hodgson
Assistant City Attorney

ATTEST:

By: _____
Avinta Singh, City Clerk

EXHIBIT A-1
ADDITIONS TO SCOPE OF SERVICES

FEHR & PEERS CIRCULATION ELEMENT UPDATE

TASK 1 TRAFFIC DATA COLLECTION

Contractor will collect new weekday AM and PM peak period and average daily traffic counts at all locations originally counted in 2016 plus several new locations as described below. The counts will be performed while schools are in session. The traffic counts along Sierra College Boulevard at I-80 will be conducted after the Loomis Costco Store opens in April 2024.

Intersection Counts

Contractor will collect weekday AM peak period (7-9 AM) and PM peak period (3 – 6 PM) counts (including bicyclists and pedestrians) at the 34 intersections within the City Limits shown in Image 1 (i.e., original count locations). An additional 9 intersections within the city limits will be added based on characteristics specific to them (i.e., known operational issues, overall importance, proximity to congested intersections, close to unacceptable operations, etc.). Note that intersections outside the city limits will not be studied as such analyses are no longer required as part of environmental reviews. Note that four interchanges on SR 65 and I-80 are being studied as freeway off-ramp queuing at them is considered a potential environmental (safety) issue. In total, new counts will be performed at 43 intersections.

Roadway Counts

Contractor will conduct new 48-hour mid-week hose tube counts at the 25 locations counted originally in April 2016. See **Image 2** for those locations. Red lines shown in Image 2 represent locations where additional hose tube counts will be performed. These locations (grouped by count rationale for collecting the count) are listed below:

New Count Locations at Gateway Streets to City of Rocklin

- Sierra College Boulevard north of Granite Drive
- Sierra College Boulevard at south City limits
- Blue Oaks Boulevard east of Lonetree Boulevard
- Rocklin Road east of Sierra College Boulevard

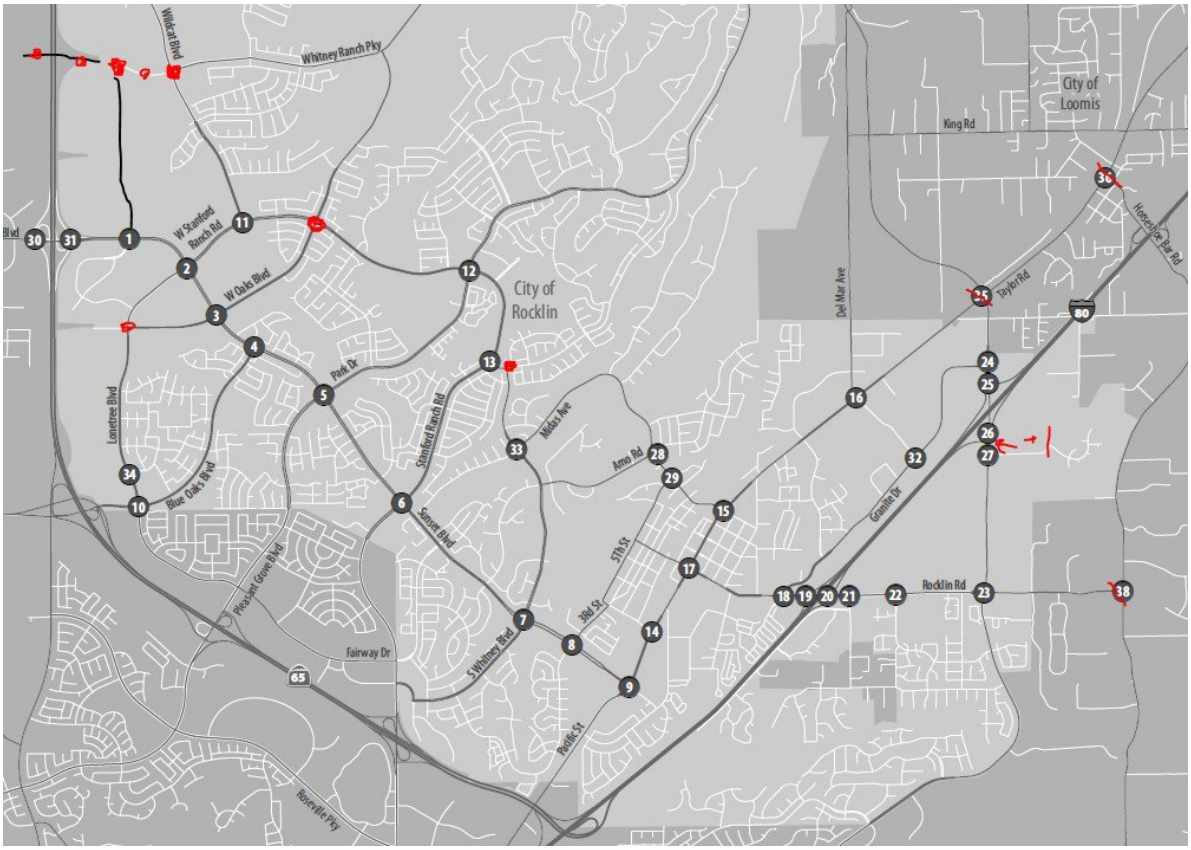

Image 1: Intersection count locations

<u>New Count Locations in Developing Areas</u>

- Whitney Ranch Parkway east of SR 65
- Whitney Ranch Parkway east of Wildcat Boulevard
- Whitney Ranch Parkway east of West Oaks Boulevard

<u>New Count Locations at Other Critical Roadway Segments</u>

- Granite Drive west of Sierra College Boulevard
- Pacific Street in Downtown Rocklin (i.e., east of Rocklin Road)
- Park Drive north of Crest Drive
- Wildcat Boulevard north of West Stanford Ranch Road
- University Avenue north of Sunset Boulevard
- Whitney Boulevard south of Crest Drive

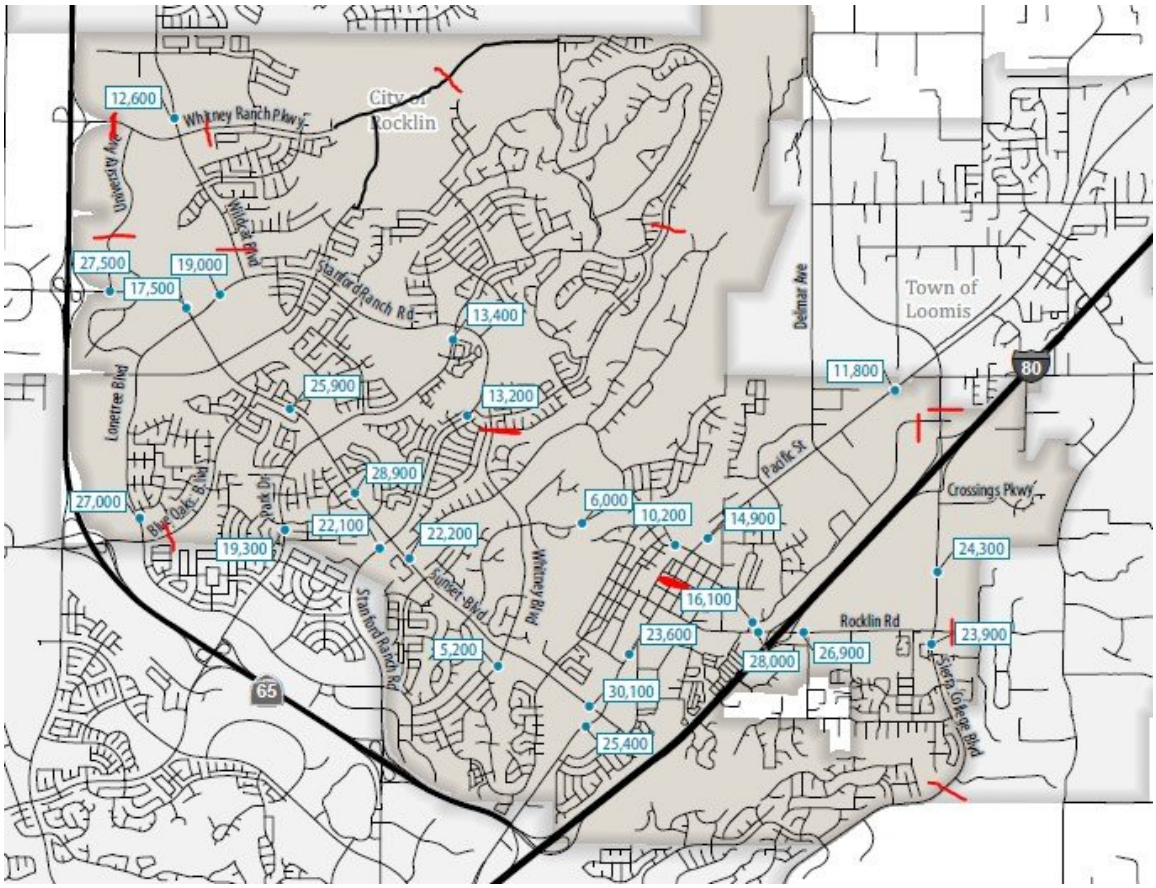

Image 2: Roadway count locations

The additional gateway locations are being counted so that all entry/exit points to the City are collected. This will allow for improved model calibration as described in Task 3. New counts are also required in areas such as Whitney Ranch that have seen substantial development since 2016 and newly constructed roadways. The other critical segments shown above are needed for specific purposes related to that particular segment.

TASK 2 EXISTING CONDITIONS

Contractor will analyze the 43 study intersections for weekday AM and PM peak hour conditions using the same analysis techniques as previously. This consisted of applying *Highway Capacity Manual* methods using a combination of microsimulation (i.e., SimTraffic) models and deterministic models (i.e., Synchro) based on the level of traffic, location, coordinated signal operations, etc. Per City staff direction, a 1.0 peak hour factor (PHF) will be used to report operations at intersections on an hourly basis. Contractor will obtain updated signal timings from City of Rocklin staff (or Caltrans) at each signalized study location.

Contractor will report the average delay and Level of Service (LOS) at all study intersections. At study freeway off-ramps, the maximum queue estimated from SimTraffic will be reported.

Deliverables:

- Updated ADT exhibit
- Updated Peak Hour Volume exhibit
- Updated Intersection LOS table

TASK 3 UPDATE BASE YEAR TRAFFIC MODEL

Model development guidelines are listed in the *2017 California Regional Transportation Plan (RTP) Guidelines for Metropolitan Planning Organizations*, CTC, 2017. These guidelines establish new benchmarks for CEQA legal adequacy for travel forecasting validation that apply to model updates. These benchmarks include basic validation requirements to ensure that the forecasting model is sensitive and accurate for model applications. The approach described below reflects these guidelines.

Contractor will update the City of Rocklin base year travel demand model to represent Year 2024 conditions. Contractor will begin by using the 2016 base year model land use dataset and then update it to represent current developed land uses and constructed roadways. Contractor will work with City staff to identify land developments that have been built between 2016 and 2024. Since buildout land use totals are known for all traffic analysis zones (TAZ) in the city, it will be possible in some instances to replace what was in place in 2016 with the buildout totals. But in other instances, it will be necessary to review aerial imagery and conduct site visits to confirm the level

of development, occupied units, etc. The residential land use totals will be compared against the latest American Community Survey (ACS) estimates for the City for overall accuracy.

It was agreed during the March 5th meeting between the Contractor and the City of Rocklin that the model would not be overhauled to fully capture the effects of how COVID-19 changed travel behavior, as that would be very time- consuming and expensive. However, the following step is proposed because it is both cost effective and will likely have a meaningful benefit to model calibration:

- Place 24-hour hose counts on the following public streets to measure the trip generation rates of the single-family units served by each street:
  - Rawhide Road and Clover Valley Road (off Midas Avenue) – older, very low density.
  - Cassia Way off Blue Oaks Boulevard – somewhat newer, low density.
  - Independence Plaza (off Americana Way/Pacific Street) – low density on the east side of the city.
  - Dusty Stone West and East Loop – recently constructed medium low density in Northwest Rocklin
- The Preserve at Creekside and Pearl Creek Apartments are situated immediately south of the Rocklin City Limits within Roseville. Given their proximity to Rocklin and ability to be counted using a single hose, they make an excellent, low-cost multi-family data collection opportunity (no such similar project was found in Rocklin).

If the observed trip generation rates are found to be considerably different than the rates currently used in the model, Contractor will coordinate with City staff regarding potential changes to the model's trip rates to reflect observed conditions.

The travel demand model covers the majority of Placer and Sacramento Counties including the cities of Rocklin, Roseville, Lincoln, and Town of Loomis. Since land uses and roadways in these cities can affect travel within the City of Rocklin, it is important that the base year model also generally reflects the level of development in place in 2024 in those cities. Contractor updated the City of Roseville base year model in 2021. Contractor will compare that base year model's land uses in areas of Roseville near the Rocklin border against totals for the new 2024 base year model under development and make appropriate roadway and land use changes. Within Lincoln, Contractor will focus on the areas in Twelve Bridges given that area generates trips that use Wildcat Boulevard. Development activity in Loomis has generally been modest, but Contractor will add the new Costco store on Sierra College Boulevard to the base year model.

The base year model will be calibrated for average daily, AM peak hour, and PM peak hour conditions that meets or exceeds the suggested validation targets published in the 2017 RTP Guidelines. The validation compares the model's estimate of link-level daily and peak hour traffic against the observed existing volumes. A series of dynamic validation tests will also be performed to evaluate the model's response to changes in roadway capacity and land use inputs.

Given the importance of predicting Vehicle Miles Traveled (VMT) accurately, the base year model will also be subject to calibration and validation to the following:

- Citywide VMT (travel by all users regardless of trip origin or destination) on all city streets will be calculated and then compared against Caltrans' Highway Pavement Management System (HPMS) estimates for the city.
- The average VMT per single-family unit and multi-family unit will be estimated. By applying 2020 US Census data regarding household size, the model's estimate of average VMT per resident will be calculated. This will then be compared against big data obtained for 2022 conditions from Streetlight Data, Inc. for the City of Rocklin. An example dataset (for 2019) can be found at: SLD VMT Final (arcgis.com).

Deliverable:

- Updated Model Development Report

TASK 4 FUTURE YEAR TRAVEL DEMAND MODEL AND ANALYSIS

Contractor will develop a future year travel demand model corresponding to 2044 conditions. This future year model will incorporate the base year model elements (i.e., model script, trip rates, roadway network, friction factor curves, etc.) and add planned roadway improvements within the City of Rocklin and in nearby jurisdictions (including on freeways). As part of the previous work, a 2040 land use database (including RHNA-related land use allocations) was provided by City of Rocklin staff. That land use database will be utilized for the 2044 model.

As part of this task, 3 model runs will be performed to test how variations of the roadway network within the City of Rocklin affect average daily traffic levels on City streets. Once a preferred network is selected, Contractor will develop the following traffic forecasts:

- AM and PM peak hour forecasts at 43 study intersections and up to 5 new intersections.
- Average daily forecasts at the 38 existing roadway segments and forecasts at up to 5 new roadway segments.

Contractor will analyze all study intersections using the same techniques as described in Task 2. Outputs will include average delay, and LOS, and maximum queues for freeway off-ramps.

Deliverables:

- Future Year with Preferred Roadway Network ADT exhibit
- Future Year with Preferred Roadway Network Peak Hour Volume exhibit
- Future Year with Preferred Roadway Network Intersection LOS table

TASK 5 SB 743 IMPLEMENTATION PLAN

Contractor previously developed a set of base year and future year city-wide average VMT values for various land use types within the City. This was performed in 2020 as part of a draft SB 743 Implementation Plan. Those calculations will be updated based on the new base year and future year models. Results will include the following for the base and future year models:

- Average VMT per single-family dwelling unit.
- Average VMT per multi-family dwelling unit.
- Average VMT per ksf of retail.
- Average VMT per ksf of office.
- Average VMT per ksf of medical-office.

Contractor will work with City staff to develop VMT thresholds and screening criteria. To do this, Contractor will consult the *Technical Advisory on Evaluating Transportation Impacts in CEQA* (OPR, 2018), which provides guidance for agencies regarding screening of projects presumed to have a less than significant VMT impact and threshold setting for projects to be defined as being in low-VMT generating areas.
Contractor will also describe how significant VMT impacts can be lessened through implementation of Transportation Demand Management (TDM) strategies. Those strategies are contained in the *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity* (California Air Pollution Control Officer Association (CAPCOA), 2021). In addition to listing a variety of TDM strategies, the *CAPCOA GHG Reduction Handbook* presents the maximum effectiveness that a given strategy or set of strategies can have. However, that effectiveness can vary considerably depending on geographic context (urban, suburban, versus rural), tenant type, and availability of non-auto modes).

Deliverables:

- SB 743 Implementation Plan
- Screening maps (by land use type) under base year and future year conditions showing TAZs that are in low-VMT generating areas.

TASK 6 ROADWAY FEE PROGRAM UPDATE

Contractor previously developed draft roadway fee program calculations for the total number of dwelling unit equivalents (DUEs) in the City. Those calculations will be updated based on the land use growth between the 2024 and 2044 versions of the model. The list of projects to be included in the Capital Improvement Program (CIP) will be updated based on input provided by City staff. Mark Thomas (subcontractor to Contractor) will develop cost estimates for those improvements. Using these inputs, the roadway fee (on a per unit or thousand square foot basis) will be calculated for residential and non-residential uses.

The roadway fee calculations will incorporate AB 602, which requires fee programs to consider residential building size when assessing impact fees. To do this, information from the US Census, American Housing Survey, and NCHRP 716 will be utilized. City staff may also need to provide information, if available, pertaining to the range of single-family dwelling unit sizes in the City.

Deliverables:

- Fee Calculation and Cost Estimates spreadsheets
- Roadway Impact Fee Program Nexus Study

TASK 7 MEETINGS

Contractor's most recent contract amendment (dated September 27, 2021) indicates that they had budgeted to attend up to four additional meetings. Contractor believes that as many as 8 additional meetings may be required. Therefore, this task covers time for four additional meetings.

TASK 8 SUMMARY OF STILL OUTSTANDING TASKS FROM ORIGINAL CONTRACT

This task lists the remaining tasks from Contractor's existing contract which are not yet complete. Note that under Task D, item #1 is no longer relevant and was removed. Under Task E, the scope of the transportation impact analysis for the EIR has changed drastically due to the implementation of SB 743. The original scope language has therefore been excluded. and a revised approach that adheres to the updated CEQA Guidelines pertaining to VMT and LOS will be followed.

TASK C.2 POLICY Development

Contractor will work with City staff to refine existing policies and goals , and to evaluate potential new goals, policies and programs to reflect recent General Plan Amendments, new and emerging City priorities, changing conditions, new State mandates and guidelines, and recent local and regional planning initiatives. Contractor will participate in focused meetings with City staff to develop new General Plan policies and implementation programs, create a more streamlined development review process (including analysis guidance in SB 743), and provide for more efficient and effective General Plan implementation.

Based on the results of the policy discussion and traffic forecasting/operations process, a final set of land use assumptions and planned roadway network will be selected, which will serve as the Circulation Element Diagram.

Deliverable: Contractor will prepare a draft and Final Circulation Element document for review by the City.

TASK D Other Circulation Considerations

Contractor has budgeted to assist the City of Rocklin on the following tasks requested by the City:

1) Signal Coordination – Contractor will use SimTraffic to model the benefits of signal coordination on overall corridor operations. Contractor's previous studies in other Sacramento region cities have shown that signal coordination can result in reduced travel time, greater average speeds, less fuel use, fewer stops, and smoother traffic flow. Contractor will model the benefits of signal coordination on up to four (4) arterial streets within the City of Rocklin that would likely benefit from a signal coordination plan.
2) Expanded Transit and Trail System – Contractor will use published research such as the 2010 CAPCOA report entitled *"Quantifying Greenhouse Gas Mitigation Measures"* to qualitatively discuss the benefits of providing increased transit service and trails within the City of Rocklin. These reports provide ranges of vehicle trip and VMT reductions associated with these types of implementations. Other anecdotal evidence from other communities in which Contractor works will also be provided. Contractor will also discuss how advanced rideshare technologies (e.g., Uber, Lyft) and micro-transit may influence future travel behavior and patterns.

Deliverable: Results from these analyses will be incorporated into the Circulation Element.

TASK E Environmental Analysis

Contractor will assist the City in preparing a transportation and circulation chapter for the General Plan EIR that complies with CEQA. The chapter will utilize a template provided by the City or its General Plan EIR consultant, and will identify impacts associated with the General Plan upon the transportation system.

TASK E.5 Alternatives Evaluation

Contractor will provide a qualitative evaluation for up to two project alternatives for the EIR. The evaluation will compare each alternative to the proposed project. Specifically, Contractor will identify where impacts are likely to be greater or less than that of the proposed project.

TASK E.6 Documentation

Contractor will prepare a transportation chapter for the ADEIR and DEIR in a format provided by the City or its General Plan EIR consultant. Contractor has budgeted up to 16 hours to respond to a single set of written comments on the ADEIR transportation chapter. Contractor will prepare a written response to transportation-related comments on the Draft EIR for inclusion in the Final EIRS. Contractor has budgeted up to 24 hours of staff time to respond to such comments.

Deliverable:

Contractor will prepare the transportation chapter for the ADEIR and DEIR, and provide written responses to transportation-related comments on the DEIR for use in the FEIR.

TASK 2 Additional Meetings

Contractor's current contract includes budget for Contractor to attend a maximum of 14 meetings. As of May 28, 2019 Contractor had attended 13 total meetings. Contractor anticipates attending up to five more virtual public hearings / staff level meetings. Therefore, this task includes Contractor's attendance at four additional meetings, thereby allowing for 18 total (virtual) meetings to be budgeted.

EXHIBIT B-1
ADDITIONS TO PAYMENT FOR SERVICES

FEHR PEERS

Fee Estimate Calculation

Task	Staff Person Labor (hours & billing rates)					Total	
	Principal-in-Charge $370	Senior Engineer $205	Engineer/ Planner $140	GIS $165	Proj. Coordinator $180		
	$370/hr.	$205/hr.	$140/hr.	$165/hr.	$180/hr.	Hours	Cost
1: Traffic Data Collection	0	1	4	0	2	7	$1,125
2: Existing Conditions	8	20	120	16	8	172	$27,940
3: Update Base Year Model	8	60	40	8	8	124	$23,620
4: Future Year Model and Analysis	4	16	40	8	8	76	$13,120
5: SB 743 Implementation Plan	12	24	16	0	4	56	$12,320
6: Roadway Fee Program Update	8	2	12	0	4	26	$5,770
7: Meetings	12	8	8	4	4	36	$8,580
8: Summary of Outstanding Tasks from Existing Contract	0	0	0	0	0	0	$0
Total Labor	52	131	240	36	38	497	$92,475
Direct Costs (communications, reproduction, etc.)							$4,525
Direct Costs (Mark Thomas)							$33,000
Direct Costs (Traffic Counts)							$27,000
Total Cost							**$157,000**

Note: Hours shown above for Tasks 4, 5, and 6 do not reflect the total effort required. The existing contract already includes budget for some of those tasks (e.g., fee program report).

1013 Galleria Blvd. Suite 255, Roseville, CA 95678 (916) 773-1900 Fax (916) 773-2015
www.fehrandpeers.com

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ROCKLIN AND FEHR & PEERS, DATED MARCH 8, 206

This Amendment is entered into as of the 10th day of November 2020, by and between the City of Rocklin, a municipal corporation ("City") and Fehr & Peers ("Contractor") who agree as follows:

RECITALS

WHEREAS, the City entered into a Professional Services Agreement with Fehr & Peers on March 8, 2016, for seven tasks, including the Citywide Circulation Element, and CIP/Traffic Impact Fee Program Update in an amount not to exeed $242,000 (Reso. 2015-52); and

WHEREAS, on February 13, 2018, the City entered into a first amendment to the Professional Services Agreement with Fehr & Peers to modify the scope of work and increase the contract amount by $22,000, to total not to exceed amount of $264,000 (Reso. 2018-24); and

WHERAS, the work contemplated in the Professional Services Agreement with Fehr & Peers is on-going, and amendment of the Agreement is necessary to adjust the scope of work and the not to exceed amount by $44,000, to a total contract amount of $308,000.

AGREEMENT

NOW, therefore, the City and Contractor hereby agree a second amendment to the Professional Services Agreement as follows:

1. Exhibit "A" the Scope of Services is amended to include the following:

Supplemental Services for City of Rocklin Circulation Element Update

Task 1 Additional Cumulative Conditions Analyses

We will modify the City's cumulative travel demand model to reflect the RHNA land use changes. We will send the City the TAZ map and latest land use dataset to facilitate the needed land use updates. This task also includes development of a final set of Average Daily Traffic (ADT) estimates on study roadways.

The contract between Fehr & Peers and the City of Rocklin includes citywide cumulative AM and PM peak hour intersection operations analysis of two (2) land use/circulation plans. Both of those analyses were conducted in 2018/2019. We will perform one final set of cumulative intersection LOS for the preferred circulation plan using the RHNA land uses. The preferred circulation plan was endorsed by the City Council for subsequent environmental review on May 28, 2019. This information will be used to help craft a revised set of LOS policies in the Circulation Element.

Task 2 Additional Meetings

Our current contract includes budget for Fehr & Peers to attend a maximum of 14 meetings. As of May 28, 2019, we had attended 13 total meetings. We anticipate attending up to five more virtual public hearings / staff level meetings. Therefore, this task includes our attendance at four additional meetings, thereby allowing for 18 total (virtual) meetings to be budgeted.

Task 3 SB 743 Implementation

When the scope of work for the Circulation Element Update was developed in 2016, details of how Senate Bill (SB) 743 would be implemented were still unclear. The contract had contemplated calculation of VMT from a city-wide perspective. But as agencies began to develop their SB 743 implementation strategies and the Office of Planning and Research released technical advice, it became apparent that SB 743 implementation requires a specialized approach for evaluating VMT for individual land uses.

In Fall 2019, the City requested that SB 743 calculation techniques, numeric VMT thresholds, and significance criteria be developed using the May 2019 travel demand model. Fehr & Peers performed these steps, submitting a draft SB 743 Implementation Plan Report in October 2019. Completion of this task was valuable, as several project-level environmental reviews are now relying on the SB 743 Implementation Plan Report. Our current contract did not include this more detailed, sophisticated VMT modeling and documentation, which is described below:

- Calculation of city-wide average and individual TAZ VMT under base year and cumulative year conditions for the following specific land uses (cited in the latest OPR guidance):
  - Single-family and Multi-family residential
  - Office, Retail, High Tech Industrial, and General Industrial (per thousand square feet)
- Development of recommended VMT significance criteria thresholds by land use type.

- Identification of mitigation measures for significant VMT impacts.
- SB 743 Implementation Plan Report – documents the city's travel demand model, land use inputs, VMT calculations, recommended thresholds, and mitigation measure strategies.

Fehr & Peers will update all of the VMT modeling elements and the SB 743 Implementation Plan Report to reflect the latest cumulative travel demand model that includes the RHNA land uses.

2. Exhibit "B" Payment for Services is Rendered is amended to include the following:

Supplemental Services for City of Rocklin Circulation Element Update

The following describes the Fehr & Peers cost to complete the tasks in Exhibit A.

Fee Estimate Calculation

Task	Staff Person Labor (hours & billing rates)					Total	
	Principal $310	Associate $220	Senior Planner $155	GIS $125	Admin/ Support $135	Hours	Cost
1: Additional Cumulative Analysis	16	4	80	12	8	120	$20,820
2: Additional Meetings	12	0	6	0	2	20	$4,920
3: SB 743 Implementation	16	2	60	4	12	94	$16,820
Total Labor	44	6	146	16	22	234	$42,560
					Direct Costs (communications, reproduction, etc.)		$1,440
						Total Cost	**$44,000**

This contract amendment will result in a total not-to-exceed amount of $308,000.

Except as set forth in this Amendment, the Professional Services Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

Executed as of the day first above stated:

CITY OF ROCKLIN
A Municipal Corporation

By: _____
Aly Zimmermann
City Manager

CONSULTANT – Fehr & Peers

By: _____
Ronald T. Milam, Vice President

APPROVED AS TO FORM:

_____
Sheri Chapman
City Attorney

ATTEST:

_____
Hope Ithurburn
City Clerk

EXHIBIT 1

PROFESSIONAL SERVICES AGREEMENT

Part A **Scope of Work**

Proposal for Supplemental Services for City of Rocklin Circulation Element Update

Task 1 Additional Cumulative Conditions Analyses

Fehr & Peers has completed and shared results of all 18 cumulative conditions roadway network scenario tests. The City has requested that all 18 scenarios be reanalyzed using a revision version of the City's traffic model that includes several meaningful changes in cumulative roadway network and land use inputs This task therefore includes re-analyzing all 18 scenarios re-packaging conclusions into revised/updated memos.

Task 2 Additional Meetings

Thus far, Fehr & Peers has attended eight meetings related to this study. We anticipate attending six more meetings during the remainder of this study. The current contract includes budget for Fehr & Peers to attend up to ten meetings. Therefore, this task would increase the maximum number of meetings from 10 to 14.

Part B **Budget**

Proposal for Supplemental Services for City of Rocklin Circulation Element Update

The following describes the Fehr & Peers cost to complete the tasks in Exhibit A.

Task	Principal	Senior Planner	Engineer/ Planner	Graphics /GIS	Admin.	Total	Cost By Task
1 - Additional Cumulative Conditions Analyses	12	8	92	14	4	118	$17,850
2 - Additional Meetings	12	0	3	0	2	17	$3,980
Total Hours	24	8	95	14	6	135	
Billing Rate	$285	$155	$120	$125	$100		
Total Labor	$6,840	$1,240	$11,400	$1,750	$600	$21,830	
Other Direct Costs (i.e., travel, communications)						$170	
Total Cost						**$22,000**	

This contract amendment will result in a total not-to-exceed budget of $264,000.

Executed as of the day first above stated:

CITY OF ROCKLIN
A Municipal Corporation

By: _____
Ricky A. Horst
City Manager

CONSULTANT – Fehr & Peers

By: _____
John Gard, Principal

APPROVED AS TO FORM:

Steven Rudolph
City Attorney

ATTEST:

Barbara Ivanusich
City Clerk

EXHIBIT 1

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Rocklin, California, as of March 8, 2016, by and between the City of Rocklin, a municipal corporation ("City"), and Fehr & Peers Transportation Consultants ("Consultant"), who agree as follows:

1. **Services**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Exhibit A. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A.

2. **Payment**. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in Exhibit B. The payment specified in Exhibit B shall be the only payment made to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all billings for said services to City in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Consultant uses for billing clients similar to City.

3. **Facilities, Equipment and Other Materials, and Obligations of City**. Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. City shall furnish Consultant only those facilities, equipment, and other materials, and shall perform those obligations listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

4. **General Provisions**. The general provisions set forth in Exhibit D are part of this Agreement. Any inconsistency between said general provision and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.

5. **Exhibits**. All exhibits referred to herein are attached hereto and by this reference incorporated herein.

6. **Time for Performance**. Time is of the essence, and, subject to City's compliance with Exhibit C and to the provisions of paragraph 3 of Exhibit D, failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.

Executed as of the day first above stated:

CITY OF ROCKLIN
A Municipal Corporation

By: _____
Ricky A. Horst
City Manager

CONSULTANT

By: _____ John Gard

APPROVED AS TO FORM:

_____
Russell A. Hildebrand
City Attorney

ATTEST:

_____
Barbara Ivanusich
City Clerk

EXHIBIT A
SCOPE OF WORK

Fehr & Peers will complete the following seven main tasks for this study (in sequence as listed):

- Task A – Revised City of Rocklin Intersection Analysis Methods
- Task B – City of Rocklin Travel Demand Model Update
- Task C – Circulation Element Development
- Task D – Other Circulation Considerations
- Task E – Environmental Analysis
- Task F – Project Coordination
- Task G – CIP / Traffic Impact Fee Program Update

Task A – Revised City of Rocklin Intersection Analysis Methods

TASK A.1 DATA COLLECTION

Fehr & Peers will collect traffic counts during the AM (7-9 AM) and PM (4 – 6 PM) peak periods at the following 33 intersections within the City of Rocklin. Counts will be collected while schools are in session.

1. Sunset Boulevard/Atherton Drive/University Dr.
2. Sunset Boulevard/W. Stanford Ranch Road
3. Sunset Boulevard/West Oaks Boulevard
4. Sunset Boulevard/Blue Oaks Boulevard
5. Sunset Boulevard/Park Drive
6. Sunset Boulevard/Stanford Ranch Road
7. Sunset Boulevard/Whitney Drive
8. Sunset Boulevard/3rd Street/Springview Drive
9. Sunset Boulevard/Pacific Street
10. Blue Oaks Blvd./Lonetree Boulevard
11. West Stanford Ranch Rd./Wildcat Boulevard
12. West Stanford Ranch Rd./Park Drive
13. Stanford Ranch Rd./Crest Drive
14. Pacific St./Farron Street
15. Pacific Street/Midas Avenue
16. Pacific Street/Dominguez Road
17. Pacific St./Rocklin Road
18. Rocklin Road/Granite Drive
19. Rocklin Road/I-80 WB Ramps
20. Rocklin Road/I-80 EB Ramps
21. Rocklin Road/Aguilar Road
22. Rocklin Road/El Don Drive
23. Rocklin Road/Sierra College Boulevard
24. Sierra College Boulevard/Granite Drive
25. Sierra College Boulevard/I-80 WB Ramps
26. Sierra College Boulevard/I-80 EB Ramps
27. Sierra College Boulevard/Bass Pro Drive
28. Midas Avenue/Argonaut Avenue
29. Midas Ave/5th Street
30. SR 65 SB Ramps/Sunset Boulevard
31. SR 65 NB Ramps/Sunset Boulevard
32. & 33. To be determined

These facilities were selected because they represent those City facilities consisting of intersections between two arterials, intersections of an arterial and a freeway, or other critical intersections. This list also considers locations shown in the adopted 2030 General Plan analysis to operate at or near unacceptable levels. Finally, two placeholder count locations have been reserved in the event the City would like to add other locations. It should be noted that the cumulative list of study intersections (see Task C.1) includes those above as well as other future intersections whose operations are anticipated to be critical to overall City circulation.

Fehr & Peers will obtain existing traffic signal timing plans from the City of Rocklin for all signalized study intersections within the City.

TASK A.2 INTERSECTION OPERATIONS

All intersections will be analyzed using procedures described in the *Highway Capacity Manual* (Transportation Research Board, 2010). The SimTraffic micro-simulation model, which is consistent with the 2010 HCM, is the preferred analysis tool for analyzing closely spaced intersections, corridors that have queue spillbacks due to congestion, and coordinated signal systems. SimTraffic will be used to analyze the following intersections from the above list:

AM Peak Hour: Intersections 1, 2, 11-13, 18-22, 30-31

PM Peak Hour: Intersections 9, 18-22, and 24-27, 30-31

These locations will be analyzed in SimTraffic due to peaks/queuing associated with school-related traffic, shopping-related traffic, and/or commute-related congestion due to diverted traffic (from the I-80/SR 65 interchange). The SimTraffic models for each peak hour at these intersections will be validated against observed queue lengths and traffic volumes.

The remaining 21 AM peak hour intersections and 21 PM peak hour intersections will be analyzed using the Synchro software program. It is appropriate to use Synchro to model these intersections given their spacing, current lack of congestion (for given peak hour), and operation in an uncoordinated mode.

Fehr & Peers will work with City staff to determine the preferred means for reporting intersection operations results. Fehr & Peers will provide City staff with visual/simulation exhibits that convey to the public and decision-makers the general level of delay, and queuing associated with varying degrees of congestion.

Deliverable: Exhibit displaying the existing traffic volumes, lane configurations, and traffic controls at each intersection along with tabular or map of intersection operations. CD containing video files for varying degrees of congestion, queuing, and delays at a signalized intersection.

Task B – City of Rocklin Travel Demand Model Update

This task consists of the following two primary efforts:

- *Update the City of Rocklin base year model from a 2012 to 2016 condition.* It is important to have a well-validated base year model, which can then be used to develop an accurate set of future year traffic forecasts.

- *Update the City of Rocklin future year model from a 2030 to a 2036 horizon.* The selection of a 2036 horizon is appropriate for several reasons. First, it establishes consistency with SACOG's 2036 MTP/SCS horizon year. Second, it represents a forecast 20 years into the future, which is typical for a General Plan.

These tasks are described in detail below.

TASK B.1 UPDATE BASE YEAR TRAFFIC MODEL

California has new modeling guidelines developed as part of the *2010 California Regional Transportation Plan Guidelines*, CTC, 2010. These guidelines establish new benchmarks for CEQA legal adequacy for travel forecasting validation that apply to model updates. These benchmarks include basic static validation requirements, and dynamic validation tests to ensure that the forecasting model is sensitive and accurate for model applications. The approach described below reflects these guidelines.

Fehr & Peers will update the base year version of the City of Rocklin travel demand model to represent Year 2016 conditions, both in terms of developed land uses and constructed roadways. It is assumed that City staff will provide assistance to Fehr & Peers in assembling a 2016 land use database by providing a GIS land use database, a parcel by parcel inventory in spreadsheet form, and/or an itemized list of existing land uses. If necessary, Fehr & Peers will conduct field visits, reveal aerial imagery, and/or conduct internet research to resolve specific land use quantity/type uncertainties. Fehr & Peers will submit the base year model land use information to City staff for their review/concurrence before proceeding with the validation.

The model will be calibrated to a level of validation for average daily, AM peak hour, and PM peak hour conditions that meets or exceeds the suggested validation criteria published in *Travel Forecasting Guidelines*, California Department of Transportation, November 1992 and FHWA criteria.

The validation compares the model's estimate of link-level daily and peak hour traffic against the observed existing volumes. The PM peak hour component of the model will include an

enhanced calibration and validation effort to ensure that the model properly models surface street traffic diversion (onto City roadways such as Pacific Street and Sunset Boulevard) due to congestion at the I-80/SR 65 interchange.

The model validation will also include dynamic validation tests that evaluate the adequacy of the model's response to a change in land use or a roadway extension/widening. This is important to ensure the model is capable of reasonably estimating the travel behavior effects of potential roadway widenings or extensions proposed by the City.

The base year model validation will include a residential Vehicle Miles of Travel (VMT) assessment in which the VMT per dwelling unit is calculated for different sub-areas of the City and for the City as a whole. This is an important exercise to confirm that the model predictions are reasonable, allowing it to be used once Senate Bill (SB) 743 goes into effect.

Deliverable: Base Year Model Validation Report including TAZ map, detailed land use by TAZ, model validation statistics, model operating script, and CD containing model files. The TAZ map will be provided in a GIS layer that can be used by the City for various other purposes.

TASK B.2 DEVELOP 2036 TRAFFIC MODEL

Fehr & Peers will update the City's 2030 model to represent a new 2036 condition. This update requires the following steps to be performed:

1. Improvements to the base year model (ranging from free-flow speeds, TAZ centroid loadings, trip rates, friction factors, etc.) are also made to the future year model.
2. City of Rocklin staff will provide an initial set of Year 2036 land use forecasts by traffic analysis zone for the entire City.
3. Fehr & Peers will work with City of Rocklin staff to develop an appropriate set of land use assumptions to be made in adjacent jurisdictions.
4. Fehr & Peers will work with City of Rocklin staff to obtain an initial set of Year 2036 roadway network assumptions to include both within and outside of the City of Rocklin.

Outside of the City of Rocklin, the land use assumptions should generally represent 'reasonably foreseeable projects' that would be assumed in place under cumulative conditions for a CEQA document. Roadway improvements outside of the City should generally consist of transportation projects in the SACOG MTP/SCS Tier 1 (i.e., funded and constructed by 2036) list.

If desired by the City, Fehr & Peers could model the effect of a Quarry Park amphitheater on weekday evening traffic operations. Such uses are typically coded as 'special generators' in models. This special generator could be turned on and off to understand the effects of a 700 to 900 person concert event.

At this stage of the study, the Year 2036 land uses and roadway improvements within Rocklin will likely be considered preliminary and could change pending additional analysis. However, once the 2036 model is developed, minor changes in land uses and roadway improvements can be made with relatively little effort.

The traffic model will be evaluated to assess its reasonableness with respect to the following:

- Redistribution of trips based on planned improvements to the SR 65/I-80 interchange.
- City-wide traffic growth relative to land use growth within the City.
- Change in inter- versus intra-City trips given change in jobs-housing balance between the base year and future year models.
- Degree of usage of key City streets (i.e., Sunset Boulevard, Pacific Street, Rocklin Road, Park Drive, Sierra College Boulevard, etc.) by non-City traffic.
- Residential VMT estimates for sub-areas of the City and City as a whole.

Deliverable: City of Rocklin Model Development Report, which includes the Base Year Model Validation work along with the development and testing of the 2036 model.

Task C – Circulation Element Development

The development of the Circulation Element for this update will require an evaluation of the inherent tradeoffs between the community values expressed in existing policies, financial constraints, and the long-term vision for the City.

TASK C.1 TRAFFIC FORECASTING AND OPERATIONS

We will use the travel model developed in Task B to test the effects of up to (12) sets of roadway and land use packages. For each package, we will update the model accordingly, run it, and then interpret the results at a program-level (i.e., daily traffic volume screening, focused intersection analysis, diversion to new roads, etc.).

It is anticipated that the following considerations will play a key role in helping to guide the selection of preferred land use and roadway packages that will shape the Circulation Element:

1. Cost of future roadways relative to anticipated funds from impact fee program and other sources.
2. Level of service considerations (i.e., what roads are needed to support LOS C, D, E, (or an equivalent operating metric)?) including consideration of exempted areas/corridors and/or graduated policies.
3. Increase/decrease of land use absorption to reduce CIP project list or provide more development to help fund CIP list.

4. Alternative means for accommodating travel needs including roundabouts, signal coordination, transit, and bicycle travel.

We will analyze AM and PM peak hour operations at all existing study intersections within the City of Rocklin for the two preferred land use/roadway network packages. In addition, operations at up to 10 new/future intersections will also be analyzed including the future SR 65/Whitney Ranch Parkway interchange ramp intersections, Park Drive/Valley View Drive, and various intersections within the Northwest Rocklin Annexation Area that are either not yet built or are already constructed, but operating well below capacity.This task also involves the development of a Supercumulative travel demand model that considers land use growth throughout the South Placer region beyond the Year 2036. We will work with City staff to identify what land use projects (e.g., Placer Ranch) and transportation projects (e.g., SR 65 widening and Placer Parkway) should be included. The Supercumulative model's primary purpose is to help the City understand the ultimate lane requirements and right-of-way needs on City roadways. The model is not intended for use in identifying impacts and mitigations.

TASK C.2 POLICY DEVELOPMENT

We will work with City staff to refine existing policies and goals, and to evaluate potential new goals, policies, and programs to reflect recent General Plan Amendments, new and emerging City priorities, changing conditions, new State mandates and guidelines, and recent local and regional planning initiatives. We will participate in focused meetings with City staff to develop new General Plan policies and implementation programs, create a more streamlined development review process (including analysis guidance in SB 743), and provide for more efficient and effective General Plan implementation.

Based on the results of the policy discussion and traffic forecasting/operations process, a final set of land use assumptions and planned roadway network will be selected, which will serve as the Circulation Element Diagram.

Deliverable: Fehr & Peers will prepare a draft and Final Circulation Element document for review by the City.

Task D – Other Circulation Considerations

Fehr & Peers has budgeted to assist the City of Rocklin on the following tasks requested by the City:

1) Roundabouts – Mark Thomas & Company, Inc. (MTCo) will work with Fehr & Peers to evaluate the feasibility and effectiveness of roundabouts (versus stop-control or traffic signals) at up to 12 locations within the City. MTCo will develop conceptual designs for roundabouts based on the latest FHWA and Caltrans guidance including a review of divergence angles, center island layout, pedestrian/bicycle crossings, and splitter island layout. Concepts will be developed in "plan" view and shown on an aerial photo background.

No formal analysis (such as a formal *Caltrans Intersection Control Evaluation*) is included. Fehr & Peers will provide input to MTCo in terms of number of entry/exit lanes, circulating lanes, bypass lanes, etc. needed to accommodate cumulative traffic volumes A summary memo and 11x17 graphic showing the conceptual roundabout layouts will be provided.

2) Signal Coordination – We will use SimTraffic to model the benefits of signal coordination on overall corridor operations. Our previous studies in other Sacramento region cities have shown that signal coordination can result in reduced travel time, greater average speeds, less fuel use, fewer stops, and smoother traffic flow. We will model the benefits of signal coordination on up to four (4) arterial streets within the City of Rocklin that would likely benefit most from a signal coordination plan.

3) Expanded Transit and Trail System – we will use published research such as the 2010 CAPCOA report entitled "*Quantifying Greenhouse Gas Mitigation Measures*" to qualitatively discuss the benefits of providing increased transit service and trails within the City of Rocklin. These reports provide ranges of vehicle trip and VMT reductions associated with these types of implementations. Other anecdotal evidence from other communities in which we work will also be provided. We will also discuss how advanced rideshare technologies, (.e.g, Uber, Lyft) and microtransit may influence future travel behavior and patterns.

Deliverable: Results from these analyses will be incorporated into the Circulation Element. In addition, a memo documenting the results of the roundabout evaluation will also be prepared.

Task E – Environmental Analysis

Fehr & Peers will assist the City in preparing a transportation and circulation chapter for the General Plan EIR that complies with CEQA. The chapter will utilize a template provided by the City or its General Plan consultant, and will identify impacts associated with the general plan upon the transportation system.

TASK E.1 EXISTING CONDITIONS ANALYSIS

We will document existing AM and PM peak hour operations at the 30 study intersections within the City of Rocklin analyzed in Task A. The following intersections located in adjacent communities will also be analyzed:

1. Taylor Road/Sierra College Boulevard
2. Taylor Road/Horseshoe Bar Road
3. Twelve Bridges Drive/East Joiner Parkway
4. Rocklin Road/Barton Road

It should be noted that the City of Roseville has a database of existing traffic volumes at all signalized intersections and a post-processor to its model that enables analysis of those

locations. Accordingly, no new counts or analysis is required in Roseville for this task. Fehr & Peers will report existing AM and PM peak hour operations at key City of Roseville intersections in the vicinity of the Rocklin City limits.

We will prepare an exhibit that displays the Average Daily Traffic (ADT) volume on a minimum of 40 City roadway segments. We have budgeted to conduct two-day counts at up to 25 roadway segments. The ADT on the remaining 15 segments will be estimated by establishing the relationship between AM and PM peak hour versus daily traffic (for counted segments) and applying that factor to other (non-counted) adjacent segments based on their common intersection turning movement volumes. The ADT data can be used to assist with overall roadway sizing, and for air quality and noise analysis. Detailed daily segment LOS analysis is not proposed.

We will analyze the segment of SR 65 from Twelve Bridges Drive to I-80, and the segment of I-80 from Sierra College Boulevard to SR 65 during AM and PM peak hour conditions using HCM 2010 procedures.

We will generally describe the existing conditions of facilities and services related to transit, bicycling, and pedestrian activity in the City of Rocklin.

TASK E.2 IMPACT SIGNIFICANCE CRITERIA

Before we analyze the potential impacts of the project, we will confirm impact significance criteria for traffic operations and non-automobiles facilities or services for review by the City. Since the new significance criteria will align with the goal and policy statements of the updated Circulation Element, the General Plan will be largely self-mitigating except for potential transportation impacts in other jurisdictions, such as the City of Roseville or Caltrans.

TASK E.3 TRAVEL DEMAND FORECASTS

We will develop AM and PM peak hour intersection traffic forecasts, ADT roadway segment forecasts, and AM and PM peak hour freeway forecasts at all study facilities for the scenarios listed below.

- Existing Plus Project Conditions
- Cumulative (2036) No Project Conditions
- Cumulative (2036) Plus Project Conditions

The cumulative no project condition will represent the existing Circulation Element. The travel demand forecasts will also include VMT estimates for each scenario.

TASK E.4 TRANSPORTATION IMPACT ANALYSIS

Once the forecasts are developed, we will conduct the transportation impact analysis. The traffic impact analysis will include the following scenarios:

- Existing Plus Project Conditions
- Cumulative (2036) No Project Conditions
- Cumulative (2036) Plus Project Conditions

We will analyze all study intersections (both within and outside of Rocklin), and freeway facilities for each scenario. The analysis will also include performance-based thresholds developed for consistency with SB 743. Impacts will be identified by comparing the analysis results to the significance criteria. For significant impacts, we will propose mitigation measures to improve the level of significance. We will review the proposed mitigation measures to determine if additional ROW is needed. We expect to coordinate with City staff to reach concurrence regarding whether additional ROW is necessary.

We will also determine whether the land use changes, circulation network changes, and potential LOS policy changes have any effect on previously identified mitigation measures (e.g., no longer necessary, not sufficient, etc.) from the adopted GP EIR.

TASK E.5 ALTERNATIVES EVALUATION

We will provide a qualitative evaluation for up to two project alternatives for the EIR. The evaluation will compare each alternative to the proposed project. Specifically, we will identify where impacts are likely to be greater or lesser than that of the proposed project.

TASK E.6 DOCUMENTATION

We will prepare a transportation chapter for the ADEIR and DEIR in a format provided by the City or its General Plan consultant. We have budgeted up to 16 hours to respond to a single set of written comments on the ADEIR transportation chapter. We will prepare a written response to transportation-related comments on the Draft EIR for inclusion in the Final EIR. We have budgeted up to 24 hours of staff time to respond to such comments.

Deliverable: Fehr & Peers will prepare the transportation chapter for the ADEIR and DEIR, and provide written responses to transportation-related comments on the DEIR for use in the FEIR.

Task F – PROJECT COORDINATION

We anticipate our participation in a variety of meetings that could include kick-off meetings, focused technical meetings, and public hearings. We have budgeted to attend up to 10 meetings during the study.

Task G – CIP / TRAFFIC IMPACT FEE PROGRAM UPDATE

The State of California Mitigation Act (AB 1600) requires the establishment of a "nexus" when creating a traffic impact fee for new development. The nexus requirements are that (1) a development fee is directly related to the impacts of the development, and (2) the nature of the fee is roughly proportional to the impacts of the project.

Fehr & Peers will work with the City to update its Capital Improvement Plan (CIP) project list and traffic impact fee program. Although the precise nature of the impact fee update is not known at this time, this scope of work and associated budgeting assumes a relatively typical program will be developed. The following tasks outline the likely tasks to be completed.

TASK G.1 TECHNICAL ANALYSIS

The technical analysis for the impact fee program will rely on the following work efforts:

1) We will work with City staff to obtain the preferred list of projects to be included in the impact fee program including their location, improvement limits, and any other planned/identified funding sources. We will work with City staff to determine how ongoing and future roadway operations and maintenance (O&M) are being funded and whether such funding should be covered through the impact fee program.
2) We will use the City's base year and 2036 traffic models to determine the following:
    a. Extent to which roadways/intersections included in the fee program are used by existing City land uses, future City land uses, and non-City land uses.
    b. Number of dwelling unit equivalents (DUEs) anticipated between 2016 and 2036.
3) We will update the cost of the traffic impact fee per DUE, and cost per square-foot for various non-residential land uses using the same (or similar) analysis methods as applied in the current fee program.
4) Mark Thomas & Company, Inc. (MTCo) will be retained as a subconsultant to Fehr & Peers to provide preliminary cost estimates for the roadway network upgrades and alternative intersection treatments (i.e. roundabouts). The purpose of this process will be to provide an overall programming cost (construction and soft costs) to allow the City to update their overall transportation fee program. Details of the MTCo tasks required for this analysis are listed below

    a. Project Management/Meetings- MTCo's Project Manager will plan, organize, direct and monitor project work activities and resources in accordance with the contracted scope, schedule and budget. MTCo will also attend a total of three (3) project coordination meetings.

    b. Cost Estimates – MTCo will prepare cost estimates for the roadway improvements. For purposes of this scope, MTCo has assumed that estimates for a total of fifteen (15) new

roadway segments and eighteen (18) roadway widening segments will be developed. MTCo will identify approximate right of way, bridge structure/retaining wall costs, utility relocation, and environmental mitigation costs for the estimates. Existing right of way limits will be based on GIS information provided by the City. Readily apparent and visible utility relocations will also be identified. The estimates for right of way acquisitions will be based on square foot costs provided by the City, and costs for environmental mitigation will be based upon a percentage of the total construction costs for each segment (e.g. 1.5% of total construction costs). Detailed right of way delineation/engineering and formal utility coordination/relocation analysis are not included within this scope of work. Estimates will be prepared using quantity take-offs of major cost items and will utilize current construction cost unit prices based upon Caltrans Contract Cost Data, other local bid information, or a combination thereof. Only major cost items will be estimated and allocations for major items will be added on a percentage basis.

Our budgeting for this update does not include more complex fee program elements such as:

- The use of districting (via model fair share calculations) to establish different impact fees (per DUE) in different parts of the City,
- Special consideration for interchanges and atypical traffic generators (such as colleges).
- More nuanced fee calculations that consider trip length, pass-by trips, etc.

Deliverable: Fehr & Peers will prepare a Technical Report that contains the legal nexus between the proposed mitigation fees and new development.

EXHIBIT B
PAYMENT FOR SERVICES RENDERED

EXHIBIT B **Cost Estimate**

Fehr & Peers can complete the tasks in Exhibit A on a time-and-materials basis for a not-to-exceed amount of $242,000. Below is the estimated cost per task.

Task	Principal (Gard)	Senior Associate (Robinson)	Associate (Stanek)	Senior Engineer (Donkor)	Planner	Engineer	Graphics /GIS	Admin.	Total	Task Cost
Task A – Revised City of Rocklin Intersection Analysis Methods	9		18			135	16	4	182	$24,840
Task B – City of Rocklin Travel Demand Model Update	16	8		160	88		16	4	292	$45,100
Task C – Circulation Element Development	40	8		48	72	40	24	4	236	$37,660
Task D – Other Circulation Considerations	12	4	12	4		20	4	2	58	$10,370
Task E – Environmental Analysis	60	4	8	16	40	80	24	8	240	$39,960
Task F – Project Coordination	30			9	9	15	4	2	69	$13,210
Task G – CIP / Traffic Impact Fee Program Update	24	4		60	24		16	4	132	$22,620
Total Hours	191	28	38	297	233	290	104	28	1209	
Billing Rate	$270	$240	$195	$160	$120	$120	$140	$115		
Total Labor	$51,570	$6,720	$7,410	$47,520	$27,960	$34,800	$14,560	$3,220	$193,760	
Direct Costs (communications, travel, repro, etc.)										$5,140
Traffic Counts										$18,200
Mark Thomas & Co. - Subconsultant on Tasks D and G										$24,900
Total Cost										**$242,000**

Traffic counts based on unit cost of $400 per intersection (AM & PM peak period) and $200 per roadway tube count.

EXHIBIT C

FACILITIES, EQUIPMENT, AND OTHER
MATERIALS, AND OBLIGATIONS OF CITY

City of Rocklin staff will provide existing traffic signal timing plans for signalized study intersections within the City, City staff will also provide assistance to Fehr & Peers in assembling a 2016 land use database by providing a GIS land use database, a parcel by parcel inventory in spreadsheet form, and/or an itemized list of existing land uses. City of Rocklin staff will provide an initial set of Year 2036 land use forecasts by traffic analysis zone and roadway improvements for the entire City. City staff will provide input regarding how ongoing and future roadway operations and maintenance (O&M) are being funded.

EXHIBIT D

GENERAL PROVISIONS

1. **Independent Contractor**. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

2. **Licenses, Permits, Etc**. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

3. **Time**. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

4. **Insurance.**

A. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under this Agreement and the results of that work by Consultant, its agents, representatives, employees, or subcontractors. All coverage available to the Consultant as named insured shall be made available to the City, its officers, employees and volunteers as additional insured. Consultant shall provide to City the full policy limits of Consultant's insurance, with coverage at least as broad as, and limits no less than, the following:

1. General Liability. Consultant shall maintain in full force and effect a policy of commercial general liability insurance (ISO occurrence form CG0001) with limits no less than the following: one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement, or the

general aggregate limit shall be twice the required occurrence limit. (The occurrence form of policy is required whenever it is available.)

2. Worker's Compensation and Employer's Liability Insurance. Consultant shall fully comply with the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for worker's compensation. Consultant shall also maintain in full force and effect a policy of employer's liability insurance with limits no less than the following: one million dollars ($1,000,000) each accident; one million dollars ($1,000,000) policy limit bodily injury by disease; one million dollars ($1,000,000) each employee bodily injury by disease.

3. Automobile. Consultant shall maintain in full force and effect a policy of commercial automobile liability insurance (ISO Form CA0001 Code 1 (any auto) or Code 8, 9 if no automobiles owned), with limits no less than the following: one million dollars ($1,000,000) per accident for bodily injury and property damage.

4. Errors and Omissions. Consultant shall maintain in full force and effect a policy of errors and omissions insurance covering the services to be provided under this agreement with limits no less than the following: one million dollars ($1,000,000) each occurrence, two million dollars ($2,000,000) policy aggregate.

B. The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, employees and volunteers shall be added as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Consultant, and with respect to liability arising out of work or operations performed by or on behalf of the Consultant 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 subdivision (b) of section 2782 of the Civil Code.

2. For any claims related to work or operations performed by or on behalf of Consultant, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. The insurance coverage shall not be assigned, reduced, amended, cancelled, terminated, or not renewed by either party except after thirty (30) days written notice by mail to City.

C. The insurance company or companies providing Consultant the coverages required by this Agreement shall be admitted in the State of California and have a current A.M. Best's rating of no less than A:VIII or equivalent acceptable to City.

D. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees and volunteers; or the Consultant shall procure a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. The insurance shall be maintained from the time the work first commences until completion of the work under this Agreement if an occurrence policy form is used. If a claims made policy form is used, the following requirements apply:

1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to the City for review.

F. If Consultant, for any reason, fails to maintain insurance coverage which is required under this Agreement, the failure shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from the breach. Alternatively, City may purchase the required insurance coverage, and without further notice to Consultant, City may deduct from the sums due to Consultant any premium costs advanced by City for the insurance.

G. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this Agreement. The certificates and endorsements should be on forms provided by the City, or on other than the City's forms, provided those endorsements or certifications conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Agreement at any time.

Consultant shall replace certificates of insurance for policies expiring prior to completion of the work under the Agreement, and shall continue to furnish certificates for five years beyond the Agreement terminate date, when the Consultant has a claims made form of insurance.

I. The worker's compensation and employee's liability insurance are to contain, or be endorsed to contain, the following provisions:

1. The insurance company waives any right of subrogation against the City, its officers, employees, and volunteers, which might arise by reason of any payment by the insurance company in connection with work performed by Consultant under this Agreement.

2. The insurance coverage shall not be assigned, reduced, amended, cancelled, terminated, or not renewed by either party except after thirty (30) days written notice by mail to City.

5. <u>Indemnity</u>. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless City, and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such

obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

To the extent there is an obligation to indemnify under this Section 5, Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

6. **Consultant Not Agent**. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

7. **Assignment Prohibited**. Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of City, said approval to be in the sole discretion of City.

8. **Personnel: Qualifications and Conflicts of Interest**.

A. Consultant shall assign only competent personnel to perform services under this Agreement. If City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to this Agreement, Consultant shall remove the person immediately upon receiving notice from City. No personnel shall be assigned to this Agreement who, due to a financial conflict of interest, is disqualified from performing services under this Agreement.

B. Prior to commencing work under this Agreement, all personnel assigned to the Agreement shall determine whether, by virtue of the work to be performed, they are "consultants" as defined by the Political Reform Act (Cal. Gov. Code §81000, et seq.). They shall then notify the City Clerk in writing of their determination and shall complete and file all required disclosure statements.

9. **Standard of Performance**. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall be prepared in a substantial workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

10. **City Representative**. The City Manager is the representative of the City and will administer this Agreement for the City.

11. **Termination**. City shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event City shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement.

In the event City shall terminate this Agreement:

1. Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

2. City shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.

3. City shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by City as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed Twenty-Four Thousand dollars ($24,000) and further provided, however, City shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to City such financial information as in the judgment of the City Manager is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy which City may have in law or equity.

Consultant may terminate its services under this Agreement upon thirty (30) working days written notice to the City, without liability for damages, if it is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by City.

12. **Non-Discrimination**. Consultant shall not discriminate in its employment practices because of of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.

13. **Ownership of Information**. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become the property of City, and Consultant agrees to deliver reproducible copies of such documents to City on completion of the services hereunder. The City agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.

14. **Waiver**. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

15. **Entirety of Agreement**. This Agreement contains the entire agreement of City and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.

16. **Attorney's Fees**. If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action.

Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

17. **Counterparts**. Where Consultant is a general partnership, the partners may execute this Agreement in two or more counterparts which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original instrument as against any party who assigned it.

18. **Governing Law**. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect.

NOTICE TO CONSULTANT
OF DISCLOSURE OBLIGATIONS UNDER THE
CALIFORNIA POLITICAL REFORM ACT
(Transportation Consulting Services Fehr & Peers)

The Political Reform Act ("PRA") (Government Code §81000, et seq.) provides that "no public official at any level of state or local government shall make, participate in making, or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest." In addition, the Act requires every public official to disclose those economic interests that could foreseeably be affected by the exercise of his or her duties.

The term "public official" includes consultants. (Government Code §82048.) The PRA regulations (2 CCR 18701(a)(2) define consultant to include an individual who makes certain described governmental decisions, or, who serves in a staff capacity with the agency and in that capacity performs the same or substantially all of the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code. A copy of Government Code §82048 and Regulation 18701(a)(2) are attached for your reference.

It is not the business or firm providing services to the City that is considered the consultant. The individuals working for the firm who provide the services are considered the consultants. These individuals must file Statements of Economic Interest based on their personal financial interests and are subject to disqualification and other laws affecting public officials.

Because not all consultants participate in making decisions on behalf of the City in a manner covered by the Political Reform Act, the City does not amend its Conflict of Interest Code each time a consultant is hired. Instead, consultants are included generically in the City's Conflict of Interest Code as designated employees.

Under the law, it is the responsibility of each individual who will be providing services under the agreement to file an Assuming Office Statement, an Annual Statement, and a Leaving Office Statement if he/she determines the work being done under contract with the City qualifies the individual as a "consultant" within the meaning of the law.

Prior to commencing work under this agreement, you must notify the Rocklin City Clerk of your determination and request and file the appropriate forms, if necessary. Please complete and sign the form below and return to the City Clerk.

Attachment

legal\administration\conflict of interest notice to consultant

DETERMINATION OF DISCLOSURE OBLIGATIONS UNDER CALIFORNIA POLITICAL REFORM ACT (Transportation Consulting Services Fehr & Peers)

I have read this Notice to Consultant of Disclosure Obligations under the California Political Reform Act and have determined that (check one):

_____ By virtue of the work that I will perform under this Consultant Services Agreement, I am a public official within the meaning of the Political Reform Act. Enclosed is my Assuming Office Statement (Form 700).

X_____ Under this Consultant Services Agreement, I will not be performing the duties of a public official/consultant within the meaning of the Political Reform Act.

Dated: 03/10/2016

Fehr & Peers
(*Name of Consultant*)

By: _____
(*Signature*)

John Gard
(*Type Name*)

2990 Lava Ridge Ct., Suite 200
(*Address*)

Roseville, CA 95661
(*Address*)

CALIFORNIA ADMINISTRATIVE CODE
TITLE 2. ADMINISTRATION
DIVISION 6. FAIR POLITICAL PRACTICES COMMISSION
CHAPTER 7. CONFLICTS OF INTEREST
ARTICLE 1. CONFLICTS OF INTEREST; GENERAL PROHIBITION

§18701. Public Official, Definitions.

(a) For purposes of Government Code §82048, which defines "public official," and Government Code §82019, which defines "designated employee," the following definitions apply:

(1) "Member" shall include, but not be limited to, salaried or unsalaried members of committees, boards or commissions with decisionmaking authority. A committee, board or commission possesses decisionmaking authority whenever:

(A) It may make a final governmental decision;

(B) It may compel a governmental decision; or it may prevent a governmental decision either by reason of an exclusive power to initiate the decision or by reason of a veto that may not be overridden; or

(C) It makes substantive recommendations that are, and over an extended period of time have been, regularly approved without significant amendment or modification by another public official or governmental agency.

(2) "Consultant" means an individual who, pursuant to a contract with a state or local government agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule, or regulation;

2. Adopt or enforce a law;

3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;

4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;

5. Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;

6. Grant agency approval to a plan, design, report, study, or similar item;

7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

(B) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Government Code §87302.

(b) For purposes of Government Code §87200, the following definitions apply:

(1) "Other public officials who manage public investments" means:

(A) Members of boards and commissions, including pension and retirement boards or commissions, or of committees thereof, who exercise responsibility for the management of public investments;

(B) High-level officers and employees of public agencies who exercise primary responsibility for the management of public investments, such as chief or principal investment officers or chief financial managers. This category shall not include officers and employees who work under the supervision of the chief or principal investment officers or the chief financial managers; and

(2) Individuals who, pursuant to a contract with a state or local government agency, perform the same or substantially all the same functions that would otherwise be performed by the public officials described in subdivision (b)(l)(B) above.

(3) "Public moneys" means all moneys belonging to, received by, or held by, the state, or any city, county, town, district, or public agency therein, or by an officer thereof acting in his or her official capacity, and includes the proceeds of all bonds and other evidences of indebtedness, trust funds held by public pension and retirement systems, deferred compensation funds held for investment by public agencies, and public moneys held by a financial institution under a trust indenture to which a public agency is a party.

(4) "Management of public investments" means the following nonministerial functions: directing the investment of public moneys; formulating or approving investment policies; approving or establishing guidelines for asset allocations; or approving investment transactions.

COMMENT: In limited circumstances, the members of a nonprofit organization may be "public officials." (In re Siegel (1977) 3 FPPC Ops. 62.)

6. Amendment of section heading, section and Note filed 1-11-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District,

nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2)

WEST'S ANNOTATED CALIFORNIA CODES
GOVERNMENT CODE
TITLE 9. POLITICAL REFORM
CHAPTER 2. DEFINITIONS

§82048 Public Official

"Public official" means every member, officer, employee or consultant of a state or local government agency, but does not include judges and court commissioners in the judicial branch of government. "Public official" also does not include members of the Board of Governors and designated employees of the State Bar of California, members of the Judicial Council, and members of the Commission on Judicial Performance, provided that they are subject to the provisions of Article 2.5 (commencing with Section 6035) of Chapter 4 of Division 3 of the Business and Professions Code as provided in Section 6038 of that article.

ROCKLIN
CALIFORNIA

City Council Special Staff Report

Subject: Portable X-Ray System Purchase

Date: November 19, 2024

Submitted By: Luke Sincerny, Captain
Rustin Banks, Police Chief

Department: Police

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing the Purchase of XIROS DR Portable X-Ray System Under the 2022 Homeland Security Grant Program-Urban Area Security Initiative.

Background:
The City of Sacramento in coordination with the City of Rocklin Police Department applied for and was awarded a grant under the Fiscal Year 2022 Homeland Security Grant Program-Urban Area Security Initiative (UASI) in the amount of three million and ninety-seven thousand dollars ($3,097,000), starting on or about June 1, 2024 and concluding April 30, 2025.

The City of Rocklin Police Department is receiving a subaward from the City of Sacramento (Exhibit A) in the amount of eighty-nine thousand and eighty dollars ($89,080) for the specific purpose to purchase a XIROS DR System, including a Dual Panel XIROS II 12x12 and STENOS II 14x17 flat Panel Kit, computer kit for Security DR systems with a custom tactical backpack for XIROS DR system, DeWalt powered panel side Wi-Fi radio kit for Gen 2 systems, and DR power cord kit from Logos Imaging, LLC in Windsor, Colorado for use by the Explosive Ordnance Disposal Team (EOD). The equipment will increase safety and "Time on Target" for bomb technicians.

Rocklin Municipal Code Section 3.04 states the purchase of goods for an amount more than fifty thousand dollar ($50,000) must be approved by the City Council. Funding has been appropriated and the Grant Agreement was approved by the City Council on June 11, 2024 per Resolution No. 2024-135. Rocklin Municipal Code Chapter 3.04 allows for a purchase without competitive bidding under the Sole or Limited Source exception. The XIROS DR system is solely provided by Logos Imaging, LLC. worldwide.

Fiscal Impact:
There is no direct fiscal impact on the General Fund from the staff recommendation. The cost of the X-Ray system, up to $89,080, will be reimbursed by the grant and is budgeted in the Grants/Reimbursable Fund (275).

ATTACHMENTS:

1. Resolution
2. Resolution Exhibit A - City of Sacramento Subaward Agreement
3. Resolution Exhibit B - LOGOS IMAGING, LLC QUOTE 8537
4. 2024-135 Subawardee Grant Agreement 2022 Homeland Security Grant

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING THE PURCHASE OF XIROS DR PORTABLE X-RAY SYSTEM UNDER THE 2022 HOMELAND SECURITY GRANT PROGRAM-URBAN AREA SECURITY INITIATIVE

WHEREAS, the City of Sacramento in coordination with the City of Rocklin Police Department applied for and was awarded a grant under the Homeland Security Grant Program-Urban Area Security Initiative (UASI) in the amount of three million and ninety-seven thousand dollars ($3,097,000), starting on or about June 1, 2024 and concluding April 30, 2025; and

WHEREAS, City of Rocklin Police Department is receiving a subaward from the City of Sacramento (Exhibit A) in the amount of eighty-nine thousand and eighty dollars ($89,080) for the specific purpose to purchase a XIROS DR System, including a Dual Panel XIROS II 12x12 and STENOS II 14x17 flat Panel Kit, computer kit for Security DR systems with a custom tactical backpack for XIROS DR system, DeWalt powered panel side Wi-Fi radio kit for Gen 2 systems, and DR power cord kit from Logos Imaging, LLC in Windsor, Colorado for use by the Explosive Ordnance Disposal Team (EOD); and

WHEREAS, the Logos Imaging, LLC is the sole supplier of the XIROS DR System worldwide; and

WHEREAS, Rocklin Municipal Code Chapter 3.04 limits the City Manager's purchasing authority for goods to a maximum of fifty thousand dollars ($50,000). The purchase of goods for an amount more than fifty thousand dollars ($50,000) must be approved by the City Council. The Quote 8537 from Logos Imaging, LLC. Is for $89,078.12 (EXHIBIT B). Funding has already been appropriated under Resolution 2024-135; and

WHEREAS, Rocklin Municipal Code Chapter 3.04 allows for a purchase without competitive bidding under the Sole or Limited Source exception. The XIROS DR system is solely provided by Logos Imaging, LLC.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rocklin as follows:

Section 1. The City Council of the City of Rocklin hereby authorizes the purchase of the XIROS DR Portable X-Ray System from Logos Imaging, LLC.

PASSED AND ADOPTED this 19th day of November, 2024, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

SACRAMENTO
Office of the City Clerk

CONTRACT ROUTING SHEET

Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.

General Information (Required)

Original Contract # (supplements only): _____ Supplement/Addendum #: _____

Assessor's Parcel Number(s): _____

Contract Effective Date: 8/15/2024 Contract Expiration Date (if applicable): 4/30/2025

$ Amount (Not to Exceed): $89,080 Adjusted $ Amount (+/-): _____

Other Party: City of Rocklin

Project Title: EOD X-Ray - subaward agreement

Project #: G11016922 Bid/RFQ/RFP #: _____

City Council Approval: NO if YES, Council File ID#: _____

Contract Processing Contacts

Department: Police Project Manager: Karina Palacios

Contract Coordinator: Anna Johnson Email: amjohnson@pd.cityofsacramento.org

Department Review and Routing

Accounting:	alina warrick alina warrick (Aug 22, 2024 16:41 PDT)	Aug 22, 2024
	(Signature)	(Date)
Supervisor:	Natalie Weaver	Aug 22, 2024
	(Signature)	(Date)
Division Manager:	Brenda Delgadillo	Aug 23, 2024
	(Signature)	(Date)
Other:		
	(Signature)	(Date)

Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)

Recording Requested **Other Party Signature Required**

GAU File #24-086 AGR- City of Rocklin (EOD X-Ray)

----------FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE----------

2024-1173

CONTRACT #: _____
CONTRACT NAME: EOD X-Ray Unit
CONTRACT PROJECT #: G11016922
DEPARTMENT: Police
DIVISION: Homeland Security

CITY OF SACRAMENTO
SUBAWARD AGREEMENT

THIS SUBAWARD AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the **City of Sacramento**, a municipal corporation (the "City"), and City of Rocklin, a municipal corporation (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

I. GENERAL INFORMATION

§1.1 Federal Award Information

The "Federal award" (as such term is defined in the Code of Federal Regulations("CFR"), 2 CFR §200.1, and used in this Agreement) is the:

Grant Program Name	FY 2022 Homeland Security Grant Program - Urban Area Security Initiative
FAIN #	EMW-2022-SS-00043
CFDA #	97.067
Federal Award Date	September 1, 2022

This is not a "Research & Development" award as defined in 2 CFR §200.1 and 200.331, and there is no "indirect cost rate" for this federal award as defined in 2 CFR §200.1 and 200.331.

The "Federal awarding agency" (as such term is defined in 2 CFR §200.1 and used in this Agreement) is the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate ("DHS").

The State of California, through its Governor's Office of Emergency Services ("CalOES"), acts as the "pass-through entity" (as such term is defined in 2 CFR §200.1 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Sacramento Urban Area in the amount of $ 3097000.

§1.2 Subaward Information and Period of Performance

Subrecipient hereby accepts the following subaward ("Subaward") of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward Amount	$89,080

Period of Performance ("Term")	08/15/2024 through 4/30/2025
Subrecipient SAM Unique Entity Identifier	F9JTDAHKSBX5

The term of this Agreement shall be the "Term" as set forth in this Section 1.2.

§1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party:	**City of Sacramento**
Authorized Representative:	Karina Palacios - Administrative Analyst
Authorized Department:	Police
Address:	5770 Freeport Blvd., Suite 100
	Sacramento, CA 95822
Phone:	916-767-2297
E-Mail:	kpalacios@pd.cityofsacramento.org

Party:	City of Rocklin
Authorized Representative:	Karen Smith
Authorized Department:	Police
Address:	4080 Rocklin Road
	Rocklin, CA 95677
Phone:	916-625-5356
E-mail:	karen.smith@rocklin.ca.us

Formal notices, demands, and communications to be given hereunder by either Party shall be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change.

§1.4 Authorities

Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient, governing board or authorized body agree:

A. That any liability arising out of the use of the Subaward, and any products or services purchased therefrom, shall be the responsibility of Subrecipient,

governing board or authorized body. City disclaims all liability as to the use of the Subaward, and any products of services purchased therefrom.

B. That Subaward funds shall not be used to supplant expenditures controlled by governing board or authorized body.

C. That the official executing this Agreement is authorized to do so.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference:

A. Department of Homeland Security FY 2022 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO");

B. FY 2022 DHS Standard Terms and Conditions ("DHS Standard Conditions") (**Exhibit A**);

C. FEMA Information Bulletins ("IB");

D. CalOES 2022 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"),

E. CalOES 2022 Standard Assurances for All CalOES Federal Grant Programs ("CalOES Assurances") (**Exhibit B**);

F. CalOES Grant Management Memos ("GMM"); and

G. The cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the CFR and in updates issued by the Office of Management and Budget ("OMB") on http://lwww.whitehouse.gov/omb/.

Subrecipient hereby certifies that it has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward.

§2.2 City Administrative Requirements

A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.

B. The City shall provide Subrecipient with an electronic Workbook of Subrecipient's projects ("Subrecipient Workbook") (**Exhibit C**). The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and projects.

Subrecipient shall use the Subaward funds strictly in accordance with the Workbook, and any expenditures not so made shall be deemed disallowed under this Subaward.

Any request by Subrecipient to modify the Workbook must be made in writing and accompanied by a completed Modification Request Form, which is located in the Subrecipient Workbook, all required supporting documentation and a revised Workbook showing such modification.

Workbook modification requests must be submitted prior to deadlines set by the City. Inaccurate or incomplete requests shall be returned to the Subrecipient for revision. Subrecipient shall not expend any funds on modified Workbook items until such modification is approved by the City and CalOES.

C. Subrecipient agrees that any equipment, product, service or activity funded with this Subaward shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the Sacramento Urban Area region, and any such equipment, product, service or activity not so compliant shall be not eligible for funding by this Subaward.

Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data for which the Federal awarding agency and CalOES has rights to, as more fully set forth in 2 CFR §315 and Section 2.3.P. of this Agreement.

D. Any "equipment" (as such term is defined in 2 CFR §200.33 and used in this Agreement) acquired or obtained with Subaward funds:

1. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the Sacramento Urban Area, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and RescueMutual Aid Plan;
2. Shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and
3. Shall have a Sacramento Urban Area identification decal affixed to it.

Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.

E. This Subaward is not a "fixed amount award" as such term is defined in 2CFR §200.45. Subrecipient agrees that disbursement of this Subaward toSubrecipient shall be made on a reimbursement method. If Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide

evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR §200.305 as well as satisfying any other City and CalOES requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall provide to the City a completed Reimbursement Request Form, which is located in the Subrecipient Workbook, along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the "Reimbursement Request").

All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation.

The City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision.

The City shall forward Reimbursement Requests to CalOES for payment within thirty (30) days of receipt, provided such request is deemed accurate and complete. The City shall reimburse Subrecipient within thirty (30) days of its receipt of funds from CalOES.

Final Reimbursement Requests for this Subaward must be received by the City no later than 30 **days** following the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline").

After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the Sacramento Urban Area region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

F. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from CalOES and the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of any loss or reduction of Subaward funds.

§2.3 DHS and CalOES Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) and CalOES which are applicable to this Subaward and set forth in Section 2.1. Some of these DHS and CalOES Requirements are set forth below in this Section 2.3.

A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City, CalOES and/or the Federal awarding agency, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards,or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City and CalOES for proper disposition of any original or replacement equipment acquired with Subaward funds.

B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729-3733, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement or advance. Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812 for violations of this requirement.

C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Standard Conditions and the *Reporting Accusations and Findings of Discrimination* section of the CalOES Assurances.

D. Subrecipient shall comply with the provisions of the *Lobbying and Political Activities* section set forth in the CalOES Assurances. In connection thereto, Subrecipient hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress inconnection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans,and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Subrecipient shall comply with provisions of the Hatch Act (5 U.S.C.§1501-1508 and §7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR§200.213 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.E.2. above; and

4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

F. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to providea drug-free workplace and a drug-free awareness program as outlined insuch Act.

G. Subrecipient shall comply with all Federal statutes relating to non- discrimination,

including, without limitation, those statutes and provisions set forth in the *Non-Discrimination and Equal Employment Opportunity* section of the CalOES Assurances.

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.,* and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.;* 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments.

Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

H. Subrecipient shall comply with the provisions set forth in the *Environmental Standards* section of the CalOES Assurances.

I. Subrecipient shall comply with the provisions set forth in the *Reporting-Accountability* section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Actand statutory requirements for whistleblower protections.

J. Subrecipient shall comply with the provisions set forth in the *Human Trafficking* section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000.

K. Subrecipient shall comply with the provisions set forth in the *Labor Standards* section and *Worker's Compensation* section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements.

L. Subrecipient shall comply with the provisions set forth in the *Property- Related* section of the CalOES Assurances and the provisions applicable to construction projects as set forth in the *Certifications Applicable to Federally Funded Construction Projects* section of the CalOES Assurances.

M. Subrecipient acknowledges the applicability of the Freedom of Information Act and the California Public Records Act to certain information as more fully set

forth in the *Freedom of Information Act* section of the CalOES Assurances.

N. Subrecipient shall comply with the provisions set forth in the *Best Practices for Collection and Use of Personally Identifiable Information (PII)* section of the CalOES Assurances.

O. Subrecipient shall comply with the provisions set forth in the *Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags* section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals and logos.

P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall comply with and be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Standard Conditions and the CalOES Assurances.

Q. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Standard Conditions and the CalOES Assurances.

R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.

S. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.

T. Subrecipient shall comply with California Vehicle Code sections 23123 and 23123.5, and the provisions set forth in the *Use of Cellular Device While Driving is Prohibited* section of the CalOES Assurances.

U. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

V. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Standard Conditions and the CalOES Assurances; *(1)Energy Policy and Conservation Act, (2) Hotel and Motel Fire Safety Act of1990, (3) Terrorist Financing E.O. 13224, (4) USA Patriot Act of 2001, (5) Fly America Act of 1974,*

and (6) Whistleblower Protections and *Whistleblower Protection Act.*

W. Subrecipient acknowledges and shall comply with the following Special Conditions and Corrective Actions applicable to this Subaward:

1. Subaward funding is subject to restricted drawdown for the duration of the Term;

2. Subrecipient shall submit sufficient documentation to support expenditures prior to reimbursement or advance of funds. Documentation must include invoices, timesheets, evidence supporting overtime and backfill costs, cancelled checks or other proof of payment, and copies of related contracts (See §2.2.E).
   CalOES may request additional procurement material. CalOES will not issue reimbursement or advance payment until the documentation is reviewed and the payment is determined to be adequately supported;

3. Failure to comply with these conditions may result in disallowed costs or additional restrictions on current and future subaward funding, pursuant to 2 CFR §200.205 and §200.338.

§2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a "Federal award" as such term is defined in 2 CFR §200.1 and that Subrecipient's use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the "Uniform Requirements"). Subrecipient agrees that it is considered a "non- Federal entity" and a "subrecipient" as such terms are defined in 2 CFR §§200.69and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a "subrecipient" and a "non-Federal entity" as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and CalOES are each a "pass-through entity" as such term is defined in 2 CFR §200.1 and that each of them shall have the rights and remedies of a "pass-through entity" in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements.

Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.

B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as setforth in 2 CFR §200.113.

C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions, including, but not limited to, the sampling of procurements and equipment to ensure grant compliance during the City's bi-annual monitoring. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.

D. Financial Management and Internal Controls

Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.

Subrecipient shall complete and submit a Grants Management Assessment Form to the City **(Exhibit D)** to inform the City of potential risks of non-compliance with respect to the terms and conditions of this Subaward.

E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.

F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR §200.307.

G. Property Standards

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subawardfunds, Subrecipient shall comply with the regulations set forth in 2 CFR §200.310 through 200.316 ("Property Regulations"). These Property Regulations include, without limitation, provisions related to the following:

1. Requirements for insurance coverage for real property and equipment.
2. Requirements for title, use, disposition and transfer of title of "real property" (as defined in 2 CFR §200.1).
3. Regulations involving Federally owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of "equipment" (as defined in 2 CFR §200.1).
5. Requirements for title, use and disposition of "supplies" (as defined in 2 CFR §200.1).

6. Requirements for title, rights, use and disposition of "intangible property" (as defined in 2 CFR §200.1). Such requirements include, without limitation:

   a. A reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright;

   b. The rights of the Federal government to data produced under the Subaward;

   c. The applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward; and

d. Subrecipient's compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401. Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR §200.316.

H. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to "non-Federal entities" as set forth in 2 CFR §200.318 through 200.326 (the "Procurement Regulations"). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.
2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
4. Affirmative steps required to encourage contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, CalOES and the Federal awarding agency.

In addition, Subrecipient must include in all of its contracts paid or reimbursed

in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non- Federal Entity Contracts under Federal Awards) as required by 2 CFR §200.326.

I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non- Federal entity as set forth in 2 CFR §200.328, which requires the Subrecipient to oversee and monitor activities supported by the Grant to assure compliance with applicable Federal requirements and performance expectations.

Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in2 CFR §200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a "pass-through entity," may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR §200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors' access to Subrecipient's records and financial statements as required under 2 CFR §200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City's risk evaluation of Subrecipient under 2 CFR §200.331(b).

J. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR §200.333 to 200.335.

In accordance with the provisions set forth in 2 CFR §200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, CalOES, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. These access rights shall not be

limited to any required record retention period, but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR §200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

K. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as setforth in 2 CFR Part 200 Subpart E ("Cost Principles"). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

L. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F ("Audit Requirements"). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an "auditee" (as defined in 2 CFR §200.1) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

M. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR§200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR §200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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III. STANDARD PROVISIONS

§3.1 Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party.The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include thegenders not used.

§3.3 Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County of Sacramento and the City of Sacramento, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Sacramento County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§3.4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the

subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§3.5 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except thatin no event shall any party recover more than once, suffer a penalty or forfeiture,or be unjustly compensated.

§3.7 Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§3.8 Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law,for injury caused by

a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above- stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

A. Notwithstanding the provisions of §1.4(A) above, pursuant to Government Code Sections 895.4 and 895.6, the Parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.

B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.

C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

§3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all the Requirements and other provisions of thisAgreement.

§3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency, CalOES or the City shall have the right to take one or more of the actions set forth in 2 CFR §200.338.

Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward.

Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed

under 2 CFR §200.342.

Subrecipient shall be liable to the Federal awarding agency, CalOES and the City for any Subaward funds the Federal awarding agency or CalOES determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency or CalOES determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency, CalOES or the City in accordance with the provisions set forth in 2 CFR §200.341.

§3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by the Federal awarding agency, CalOES or the City as set forth in 2 CFR §200.339. Subrecipient shall have the right to terminate the Subaward only as set forth in 2 CFR §200.339.

In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion ofthe Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

§3.12 Amendments

Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the Parties thereto.

§3.13 Complete Agreement

This Agreement sets forth all the rights and duties of the Parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may beamended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

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IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

CITY OF SACRAMENTO
A Municipal Corporation

By: klester@pd.cityofsacramento.org klester@pd.cityofsacramento.org (Sep 10, 2024 09:49 PDT) Sep 10, 2024

Print name: klester@pd.cityofsacramento.org klester@pd.cityofsacramento.org

Title: Chief of Police

For: Howard Chan, City Manager

ATTEST:

Sep 10, 2024

City Clerk

APPROVED AS TO FORM:

Beau Parkhurst (Aug 26, 2024 12:18 PDT) Aug 26, 2024

City Attorney

Attachments

Exhibit A	DHS Standard Terms and Conditions CalOES
Exhibit B	CalOES Standard Assurances
Exhibit C	Subrecipient Workbook
Exhibit D	Grant Management Assessment Questionnaire

SUBRECIPIENT:

City of Rocklin

Subrecipient Name

F9JTDAHKSBX5

SAM Unique Entity Identification Number

Aly Zimmermann

Aly Zimmermann (Aug 26, 2024 12:15 PDT)

Aug 26, 2024

Signature of Authorized Person

Aly Zimmermann City Manager

Print Name and Title

Additional Signature *(if required)*

Print Name and Title

Exhibit A

FY 2022 DHS Standard Terms and Conditions

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and thatappropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection

therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XXI. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency,

a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

XXIV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVI. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial

assistance.

XXIX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXX. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXV. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Exhibit B

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. **Proof of Authority**
   The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

   (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
   (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
   (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;

Initials AZ

(d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. **Period of Performance**
The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. **Lobbying and Political Activities**
As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. **Debarment and Suspension**
As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. **Non-Discrimination and Equal Employment Opportunity**
The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

(k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
(l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.),the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

(a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
(c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
(d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);
(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
(m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending $750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. § 469a-1 et seq.); and

(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA's General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT
The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the Department of Homeland Security Standard Terms and Conditions 2022, Version 3, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant: City of Rocklin

Signature of Authorized Agent: Aly Zimmermann
Aly Zimmermann (Aug 26, 2024 12:15 PDT)

Printed Name of Authorized Agent: Aly Zimmermann

Title: City Manager Date: Aug 26, 2024

Initials AZ

Exhibit C

EQUIPMENT

NOTE: Unauthorized alterations will delay the approval of this request.

City of Sacramento
Homeland Security Grant Program - Urban Area Security Initiative
FY 2022 Subrecipient Workbook
for
City of Rocklin

Budget Type	Initial Application
Date	
Request #	

Project No.	Equipment Description (Include Quantity)	AEL#	AEL Title	Funding Source	Discipline	Solution Area Sub-Category	Deployable/ Shareable	Invoice Number	Vendor	ID Tag Number	Condition & Disposition	Deployed Location	Acquisition Date	Noncompetitive Procurement over $250k	Hold Trigger	Approval Date	Budgeted Cost	Previously Approved Amount	Amount This Request	Reimbursement Request #	Total Approved	Remaining Balance
																	$89,080	$0	$0		$0	$89,080
9	Handheld Facility Soft Targets EOD X-Ray System	15N-00-XRAY	System, Mobile Search & Inspection: X-Ray	HSGP - UASI	LE	Terrorism Incident Prevention Equipment	Both	TBD	TBD	TBD	NEW - In use	TBD	TBD	No	No Hold Indicated	TBD	$89,080				$0	$89,080
																					$0	$0

AUTHORIZED AGENT

NOTE: Unauthorized alterations will delay the approval of this request.

ALN:	HSGP 97.067

City of Rocklin

Supporting Information for Application, Modification, or Request for Federal Funds

This request is for a/an: **Initial Application**

August 15, 2024 (Beginning Performance Period Date) through **April 30, 2025** (Ending Performance Period Date)

(Request #)

(Amount This Request)

Under Penalty of Perjury, I certify that:

I am the duly authorized officer of the claimant herein. This claim is true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations, and grant conditions and assurances.

Statement of Certification - Authorized Agent

By signing this report, I certify, to the best of my knowledge and belief, that the report is true, complete, and accurate, and that the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)

Aly Zimmermann

Printed Name of Authorized Agent

City Manager

Title of Authorized Agent

Aly Zimmermann

Aly Zimmermann (Aug 26, 2024 12:15 PDT)

Signature of Authorized Agent

Aug 26, 2024

Date

Exhibit D

City of Sacramento

GRANT MANAGEMENT ASSESSMENT QUESTIONNAIRE

ENTITY INFORMATION			
Entity Name	City of Rocklin	Sam.gov UEI #	F9JTDAHKSBX5
Entity Type	Government	*Other:*	
CFDA / FAL # & Title	97.067 FY 2022 Homeland Security Grant Program		
Grant Program	Homeland Security Grant Program		
City Grant ID #	G11016922	City Contract #	TBD
Project Title / Descr	EOD X-Ray Unit		
Performance Period	08/15/2024 through 04/30/2025		
Subaward Total	$89,080		

As required by 2 CFR §200.331, the City of Sacramento is required to evaluate a subrecipient's risk of non-compliance with federal statutes, regulations, and grant terms and conditions. This assessment is made so that the City can determine and provide an appropriate level of technical assistance, training, and grant monitoring in relation to this subaward.

The following questions are related to the subrecipient's experience with managing federal grant resources. This questionnaire must be completed and returned after execution of the underlying subaward agreement.

SINGLE AUDITS			
1.	Within the last 5 years, has the entity undergone a Single Audit under OMB A-133 or Subpart F of 2 CFR 200?		Yes
2.	Fiscal Year of Most Recent Single Audit Report	Fiscal Year Ending:	6/30/2023
3.	Name of Audit Agency/Firm		Chavan & Associates, LLP
4.	What was the auditor's opinion?		Unmodified
5.	How many findings were there?		0
6.	What was the total of questioned costs?		$0
OTHER AUDITS			
7.	Within the last 5 years, has the entity undergone any other types of audits?		Yes
8.	If "Yes," please select the type of audit:		
	a. Financial Statement Audit		Yes
	b. Defense Contract Agency Audit (DCAA)		No
	c. Other:		No
9.	Name of Audit Agency/Firm:		Financial Statement Audit- Chavan & Associates

ACCOUNTING		
10.	What type of accounting system does the entity use?	Combo: Auto & Manual
11.	Does the accounting system have the capability to identify the receipt and expenditure of grant awards separately for each grant award?	Yes
12.	Does the accounting system have the capability to record expenditures for each grant award by the budget cost categories shown in the approved budget?	Yes
13.	Does the accounting system have the capability to record cost sharing ("match") separately for each grant award, and maintain documentation to support recorded match or cost share?	Yes
14.	Does the accounting system have the capability to accurately track employees' actual time spent performing work for each grant award, and to accurately allocate charges for employee compensation for each grant award, and maintain records to support the actual time spent and specific allocation of charges associated with each employee?	Yes
POLICIES & PROCEDURES		
15.	Does the entity have written property policies, procedures, and/or guidance that comply with 2 CFR §200.310-200.316?	Yes
16.	Does the entity have written procurement policies, procedures, and/or guidance that comply with 2 CFR §§200.317-200.327?	Yes
17.	Does the entity's written procurement policies, procedures, and/or guidance prevent entering into procurement contracts with entities and individuals suspended or debarred from procurement contracts under federal awards?	Yes
18.	What kind of travel policy does the entity use?	Entity's Policy
19.	Does the entity have written subrecipient policies, procedures and/or guidance that comply with 2 CFR §200.331?	Yes
HIGH RISK STATUS		
20.	Has a federal grant-making agency designated the entity as "High Risk?" (High risk includes any status under which a federal awarding agency provides additional oversight due to the entity's past performance or other programmatic or financial concerns with the entity.) If "Yes", provide an attachment that contains the following for each federal awarding agency that has designated the entity as high risk: • Name of the federal awarding agency • Date the agency notified the entity of the "high risk" designation • Contact information for the "high risk" point of contact (name, phone, and email) • Reason for "high risk" status, as set out by the federal awarding agency	No
PRIOR GRANT EXPERIENCE		
21.	In the last 5 years, has the entity received any grants from the following:	
	a. City of Sacramento If "Yes," please provide a list of past grant awards issued by the City of Sacramento detailing: • Name of the awarding city department • Grant Program Title/Description • Award/Contract Number • Award Year • Award Total	Yes
	b. Other Government	Yes

c.	Non-Profit/Philanthropic Organizations	Yes
d.	None of the Above	No

ENTITY CERTIFICATION *(Must be made by the chief executive, executive director, chief financial officer, or other official with the requisite knowledge and authority.)*

On behalf of the applicant entity, I certify to the City of Sacramento that the information provided above is complete and accurate to the best of my knowledge. I am duly authorized and to make this certification on behalf of the entity.

Signature	Karen Smith	Digitally signed by Karen Smith Date: 2024.03.21 15:18:45 -07'00'	Date
Title	Administrative Analyst		

Yes

Quotation

Logos Imaging LLC
Logos Imaging LLC
PO Box 576
Windsor CO 80550
(866) 939-4044
www.logosimaging.com
Tax ID # 05-0533782

Date	Quote #
8/29/2024	8537

Bill To	Ship To
Rocklin Police Department 4080 Rocklin Road Rocklin CA 95677	Rocklin Police Department 4080 Rocklin Road Rocklin CA 95677

Quote Expires	Sales Rep	Currency	Memo
11/29/2024	Matthew Harrington	USA	XR200 source

Payment Terms	Shipping Via	Term	Named Place	Est. Delivery
Net 30	UPS Ground	FOB	Johnstown	8 - 12 Weeks ARO

Item #	Detailed Description	Qty	Units	Rate	Amount
92031-1637-...	Dual Panel XIRÓS II 12x12 and STENÓS II 14x17 Flat Panel Kit	1	EA	76,500.00	76,500.00
90209	Computer kit for Security DR systems. Includes: •Getac A140 rugged tablet •Security software •Two years software maintenance	1	EA	4,505.00	4,505.00
55142	Custom tactical backpack for XIRÓS DR systems with XR150 sources	1	EA	546.48	546.48
55413	DeWalt powered panel side Wi-Fi radio kit for Gen 2 systems	1	EA	1,374.98	1,374.98
91000 US	DR power cord kit	1	EA	0.00	0.00

Subtotal	82,926.46
Shipping Cost (UPS Ground)	139.49
Tax	6,012.17
Total	$89,078.12

Authorization
By signing below, you (1) confirm that all information in this formal quotation is accurate, (2) accept the billing and shipping

PO:# _____ Date: ___/___/___ Name:_____ Signature: _____

January 1, 2024

To Whom It May Concern:

This letter serves as our official statement that Logos Imaging is the sole, worldwide supplier of the SOSTÓS 2626NN, and XIRÓS 2929NNDR Imaging Systems and the sole supplier in the US for the STENÓS 3543NN DR Imaging System.

Logos Imaging DR Imaging Systems are comprised of three primary components: a DR panel, image processing software, and a power and communications interface.

DR Panels

The SOSTÓS 2626NN, XIRÓS 2929NN, and STENÓS 3543NN DR panels are supplied to Logos Imaging by PIXXGEN Corporation.

Logos Imaging Application

The Logos Imaging Application is proprietary software developed by Logos Imaging. The software includes proprietary automated enhancement algorithms developed by Logos Imaging

Interface

Logos Imaging DR systems utilize the ASÝRMATOS II, ASÝRMATOS III, and/or MIKRÓS interface to provide power and PC-to-panel communications. These interfaces are designed and manufactured exclusively by Logos Imaging LLC in Loveland, CO.

Please contact me if you have any questions or if you require additional information.

Regards

Shawn Munn
Logos Imaging LLC

12”x12” XIRÓS II

Logos Imaging’s XIRÓS II, the mid-sized DR Imaging System, is currently our most popular product.

- Glass-free
- On-board calibration
- Zero RF signature on startup with on/off switch for wireless communications
- All batteries used in the system are removable
- Automatic Exposure Detection (AED) with no additional accessories
- Android compatible

XIRÓS II DR System

SPECIFICATIONS

Features

- *IP67 and Glass-Free*
- *3 mm bottom and side border with 80% Fill Factor*
- *140 µm Pixel Size, 3.57 lp/mm*
- *Up to 14 hours of operation on a single charge*

Technology	Amorphous Silicon with TFT
Weight	4.3 lb (1.9 kg) including battery
Battery life	7 hours (2 batteries in a kit)
Dimensions (Panel)	12.6” x 12.6” x 0.6” (320 x 320 x 15 mm)
Pixel Area	11.3” x 11.3” (287 x 287 mm)
Pixel Size	140 µm
Limiting Resolution	3.57 lp/mm
AD Conversion	16 bits
Communications Interface	Wireless IEEE 802.11ac Wired LAN
Communications Range	Wireless 150 m with standard antenna*; Wired 25 m with standard cable reel; Additional network options available

** Line of Sight; higher gain antennas available for longer range.*

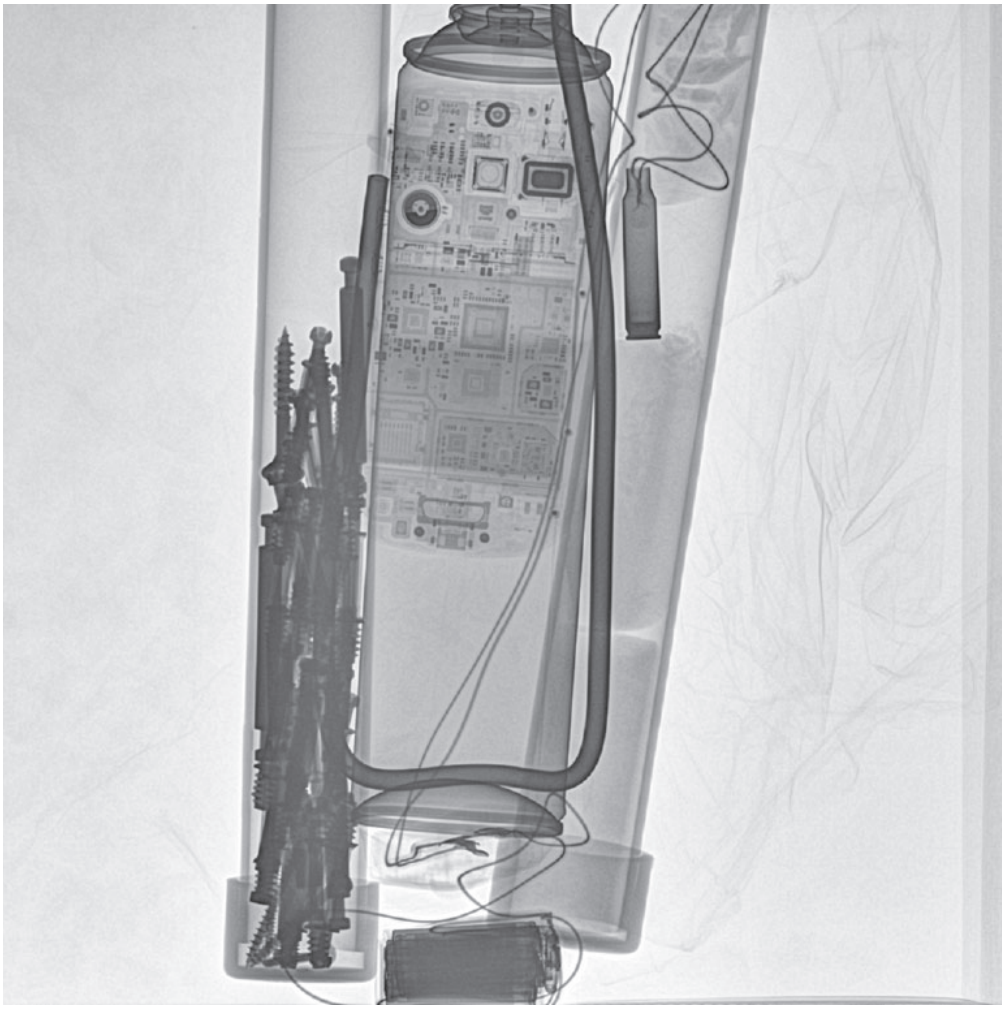
Contact Logos Imaging

Mailing Address
P.O. Box 576, Windsor, CO 80550

Shipping Address
4523 Endeavor Drive, Unit B, Johnstown, CO 80534

Toll Free +1(866) 939-4044
Office +1(765) 939-4044
Fax +1(765) 939-4040
Email sales@logosimaging.com
Web www.logosimaging.com

LOGOS IMAGING



Sample image taken with XR150 20V (15 pulses) on XIRÓS II panel from 1 meter.

Get with our Team to set up a demo date.

14”x17” STENÓS II

Logos Imaging’s STENÓS is our newest, biggest and most rugged DR Imaging System, with a 3 mm bottom border.

- Glass-free
- On-board calibration
- Zero RF signature on startup with on/off switch for wireless communications
- All batteries used in the system are removable
- Automatic Exposure Detection (AED) with no additional accessories
- Android compatible

STENÓS II DR System

SPECIFICATIONS

Features

- *IP67 and Glass-Free*
- *3 mm Bottom Border with 84% Fill Factor*
- *140 µm Pixel Size, 3.57 lp/mm*
- *Up to 10 hours of operation on a single charge*

Technology	Amorphous Silicon with TFT
Weight	6.5 lb (2.9 kg) including battery
Battery life	5 hours
Dimensions (Panel)	15.2” x 18.1” x 0.6”, 386.0 x 460.0 x 15 mm
Pixel Area	13.8” x 16.8”, 350 x 427 mm
Pixel Size	140 µm
Limiting Resolution	3.57 lp/mm
AD Conversion	16 bits
Communications Interface	Wireless IEEE 802.11ac Wired LAN
Communications Range	Wireless 150 m with standard antenna*; Wired 25 m with standard cable reel; Additional network options available

** Line of Sight; higher gain antennas available for longer range.*

Contact Logos Imaging

Mailing Address
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Toll Free (866) 939-4044
Office (765) 939-4044
Fax (765) 939-4040
Email sales@logosimaging.com
Web www.logosimaging.com

LOGOS IMAGING

Sample image taken with XRS-3 (15 pulses) on STENÓS panel from 1 meter.

Get with our Team to set up a demo date.

RESOLUTION NO. 2024-135

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE SUBAWARDEE GRANT AGREEMENT WITH THE CITY OF SACRAMENTO ACCEPTING THE TERMS AND AWARD OF THE 2022 HOMELAND SECURITY GRANT PROGRAM-URBAN AREA SECURITY INITIATIVE

WHEREAS, the City of Sacramento in coordination with the City of Rocklin Police Department applied for and was awarded a grant under the Homeland Security Grant Program-Urban Area Security Initiative (UASI) in the amount of three million and ninety-seven thousand dollars ($3,097,000), starting on or about June 1, 2024 and concluding April 30, 2025; and

WHEREAS, City of Rocklin Police Department is receiving a subaward from the City of Sacramento in the amount of eighty-nine thousand and eighty dollars ($89,080) for the specific purpose to purchase an X-Ray unit for the Explosive Ordnance Disposal Team (EOD),

WHEREAS, the California Governor's Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA) require the Rocklin City Council obtain a resolution in order to execute the agreement and accept and use the Subaward; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rocklin as follows:

Section 1. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute the Subaward Agreement with the City of Sacramento (Exhibit A) accepting the terms and award of the 2022 Homeland Security Grant Program-UASI on behalf of the Police Department's EOD Team.

Section 2. The City Council of the City of Rocklin hereby authorizes the City Manager to appropriate an expenditure budget of $89,080 and a corresponding revenue budget in the like amount to account for and administer grant in the Reimbursement Fund 275.

PASSED AND ADOPTED this 11th day of June, 2024, by the following vote:

AYES: Councilmembers: Bass, Gayaldo, Halldin, Janda
NOES: None
ABSENT: Broadway
ABSTAIN: None

Greg Janda, Mayor

ATTEST:

Avinta Singh, City Clerk

CONTRACT #: _____
CONTRACT NAME: EOD X-Ray Unit
CONTRACT PROJECT #: G11016922
DEPARTMENT: Police
DIVISION: Homeland Security

CITY OF SACRAMENTO
SUBAWARD AGREEMENT

THIS SUBAWARD AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the **City of Sacramento**, a municipal corporation (the "City"), and City of Rocklin, a municipal corporation (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

I. GENERAL INFORMATION

§1.1 Federal Award Information

The "Federal award" (as such term is defined in the Code of Federal Regulations("CFR"), 2 CFR §200.1, and used in this Agreement) is the:

Grant Program Name	FY 2022 Homeland Security Grant Program - Urban Area Security Initiative
FAIN #	EMW-2022-SS-00043
CFDA #	97.067
Federal Award Date	September 1, 2022

This is not a "Research & Development" award as defined in 2 CFR §200.1 and 200.331, and there is no "indirect cost rate" for this federal award as defined in 2 CFR §200.1 and 200.331.

The "Federal awarding agency" (as such term is defined in 2 CFR §200.1 and used in this Agreement) is the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate ("DHS").

The State of California, through its Governor's Office of Emergency Services ("CalOES"), acts as the "pass-through entity" (as such term is defined in 2 CFR §200.1 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Sacramento Urban Area in the amount of $ 3097000.

§1.2 Subaward Information and Period of Performance

Subrecipient hereby accepts the following subaward ("Subaward") of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward Amount	$89,080

Period of Performance ("Term")	06/01/2024 through 4/30/2025
Subrecipient SAM Unique Entity Identifier	F9JTDAHKSBX5

The term of this Agreement shall be the "Term" as set forth in this Section 1.2.

§1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party:	**City of Sacramento**
Authorized Representative:	Karina Palacios - Administrative Analyst
Authorized Department:	Police
Address:	5770 Freeport Blvd., Suite 100
	Sacramento, CA 95822
Phone:	916-767-2297
E-Mail:	kpalacios@pd.cityofsacramento.org

Party:	City of Rocklin
Authorized Representative:	Karen Smith - Administrative Analyst
Authorized Department:	Police
Address:	4080 Rocklin Road
	Rocklin, CA 95677
Phone:	916-625-5356
E-mail:	karen.smith@rocklin.ca.us

Formal notices, demands, and communications to be given hereunder by either Party shall be made in writing and may be affected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change.

§1.4 Authorities

Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient, governing board or authorized body agree:

A. That any liability arising out of the use of the Subaward, and any products or services purchased therefrom, shall be the responsibility of Subrecipient,

governing board or authorized body. City disclaims all liability as to the use of the Subaward, and any products of services purchased therefrom.

B. That Subaward funds shall not be used to supplant expenditures controlled by governing board or authorized body.

C. That the official executing this Agreement is authorized to do so.

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II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference:

A. Department of Homeland Security FY 2022 Homeland Security Grant Program Notice of Funding Opportunity ("DHS NOFO");

B. FY 2022 DHS Standard Terms and Conditions ("DHS Standard Conditions") (**Exhibit A**);

C. FEMA Information Bulletins ("IB");

D. CalOES 2022 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity ("CalOES Supplement"),

E. CalOES 2022 Standard Assurances for All CalOES Federal Grant Programs ("CalOES Assurances") (**Exhibit B**);

F. CalOES Grant Management Memos ("GMM"); and

G. The cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the CFR and in updates issued by the Office of Management and Budget ("OMB") on http://lwww.whitehouse.gov/omb/.

Subrecipient hereby certifies that it has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward.

§2.2 City Administrative Requirements

A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.

B. The City shall provide Subrecipient with an electronic Workbook of Subrecipient's projects ("Subrecipient Workbook") (**Exhibit C**). The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and projects.

Subrecipient shall use the Subaward funds strictly in accordance with the Workbook, and any expenditures not so made shall be deemed disallowed under this Subaward.

Any request by Subrecipient to modify the Workbook must be made in writing and accompanied by a completed Modification Request Form, which is located in the Subrecipient Workbook, all required supporting documentation and a revised Workbook showing such modification.

Workbook modification requests must be submitted prior to deadlines set by the City. Inaccurate or incomplete requests shall be returned to the Subrecipient for revision. Subrecipient shall not expend any funds on modified Workbook items until such modification is approved by the City and CalOES.

C. Subrecipient agrees that any equipment, product, service or activity funded with this Subaward shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the Sacramento Urban Area region, and any such equipment, product, service or activity not so compliant shall be not eligible for funding by this Subaward.

Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data for which the Federal awarding agency and CalOES has rights to, as more fully set forth in 2 CFR §315 and Section 2.3.P. of this Agreement.

D. Any "equipment" (as such term is defined in 2 CFR §200.33 and used in this Agreement) acquired or obtained with Subaward funds:

1. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the Sacramento Urban Area, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and RescueMutual Aid Plan;

2. Shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and

3. Shall have a Sacramento Urban Area identification decal affixed to it.

Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.

E. This Subaward is not a "fixed amount award" as such term is defined in 2CFR §200.45. Subrecipient agrees that disbursement of this Subaward toSubrecipient shall be made on a reimbursement method. If Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide

evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR §200.305 as well as satisfying any other City and CalOES requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall provide to the City a completed Reimbursement Request Form, which is located in the Subrecipient Workbook, along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the "Reimbursement Request").

All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation.

The City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision.

The City shall forward Reimbursement Requests to CalOES for payment within thirty (30) days of receipt, provided such request is deemed accurate and complete. The City shall reimburse Subrecipient within thirty (30) days of its receipt of funds from CalOES.

Final Reimbursement Requests for this Subaward must be received by the City no later than 30 **days** following the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline").

After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the Sacramento Urban Area region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

F. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from CalOES and the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of any loss or reduction of Subaward funds.

§2.3 DHS and CalOES Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) and CalOES which are applicable to this Subaward and set forth in Section 2.1. Some of these DHS and CalOES Requirements are set forth below in this Section 2.3.

A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City, CalOES and/or the Federal awarding agency, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards,or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City and CalOES for proper disposition of any original or replacement equipment acquired with Subaward funds.

B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729-3733, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement or advance. Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812 for violations of this requirement.

C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Standard Conditions and the *Reporting Accusations and Findings of Discrimination* section of the CalOES Assurances.

D. Subrecipient shall comply with the provisions of the *Lobbying and Political Activities* section set forth in the CalOES Assurances. In connection thereto, Subrecipient hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress inconnection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans,and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Subrecipient shall comply with provisions of the Hatch Act (5 U.S.C.§1501-1508 and §7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR§200.213 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.E.2. above; and

4. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

F. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to providea drug-free workplace and a drug-free awareness program as outlined insuch Act.

G. Subrecipient shall comply with all Federal statutes relating to non- discrimination,

including, without limitation, those statutes and provisions set forth in the *Non-Discrimination and Equal Employment Opportunity* section of the CalOES Assurances.

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.,* and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.;* 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments.

Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

H. Subrecipient shall comply with the provisions set forth in the *Environmental Standards* section of the CalOES Assurances.

I. Subrecipient shall comply with the provisions set forth in the *Reporting-Accountability* section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Actand statutory requirements for whistleblower protections.

J. Subrecipient shall comply with the provisions set forth in the *Human Trafficking* section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000.

K. Subrecipient shall comply with the provisions set forth in the *Labor Standards* section and *Worker's Compensation* section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements.

L. Subrecipient shall comply with the provisions set forth in the *Property- Related* section of the CalOES Assurances and the provisions applicable to construction projects as set forth in the *Certifications Applicable to Federally Funded Construction Projects* section of the CalOES Assurances.

M. Subrecipient acknowledges the applicability of the Freedom of Information Act and the California Public Records Act to certain information as more fully set

forth in the *Freedom of Information Act* section of the CalOES Assurances.

N. Subrecipient shall comply with the provisions set forth in the *Best Practices for Collection and Use of Personally Identifiable Information (PII)* section of the CalOES Assurances.

O. Subrecipient shall comply with the provisions set forth in the *Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags* section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals and logos.

P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall comply with and be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Standard Conditions and the CalOES Assurances.

Q. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Standard Conditions and the CalOES Assurances.

R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.

S. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.

T. Subrecipient shall comply with California Vehicle Code sections 23123 and 23123.5, and the provisions set forth in the *Use of Cellular Device While Driving is Prohibited* section of the CalOES Assurances.

U. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

V. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Standard Conditions and the CalOES Assurances; *(1)Energy Policy and Conservation Act, (2) Hotel and Motel Fire Safety Act of1990, (3) Terrorist Financing E.O. 13224, (4) USA Patriot Act of 2001, (5) Fly America Act of 1974,*

and (6) Whistleblower Protections and *Whistleblower Protection Act.*

W. Subrecipient acknowledges and shall comply with the following Special Conditions and Corrective Actions applicable to this Subaward:

1. Subaward funding is subject to restricted drawdown for the duration of the Term;

2. Subrecipient shall submit sufficient documentation to support expenditures prior to reimbursement or advance of funds. Documentation must include invoices, timesheets, evidence supporting overtime and backfill costs, cancelled checks or other proof of payment, and copies of related contracts (See §2.2.E).
   CalOES may request additional procurement material. CalOES will not issue reimbursement or advance payment until the documentation is reviewed and the payment is determined to be adequately supported;

3. Failure to comply with these conditions may result in disallowed costs or additional restrictions on current and future subaward funding, pursuant to 2 CFR §200.205 and §200.338.

§2.4 <u>Uniform Requirements for Federal Awards</u>

Subrecipient acknowledges that this Subaward is a "Federal award" as such term is defined in 2 CFR §200.1 and that Subrecipient's use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the "Uniform Requirements"). Subrecipient agrees that it is considered a "non- Federal entity" and a "subrecipient" as such terms are defined in 2 CFR §§200.69and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a "subrecipient" and a "non-Federal entity" as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and CalOES are each a "pass-through entity" as such term is defined in 2 CFR §200.1 and that each of them shall have the rights and remedies of a "pass-through entity" in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements.

Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.

B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as setforth in 2 CFR §200.113.

C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions, including, but not limited to, the sampling of procurements and equipment to ensure grant compliance during the City's bi-annual monitoring. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.

D. Financial Management and Internal Controls

Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.

Subrecipient shall complete and submit a Grants Management Assessment Form to the City **(Exhibit D)** to inform the City of potential risks of non-compliance with respect to the terms and conditions of this Subaward.

E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.

F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR §200.307.

G. Property Standards

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subawardfunds, Subrecipient shall comply with the regulations set forth in 2 CFR §200.310 through 200.316 ("Property Regulations"). These Property Regulations include, without limitation, provisions related to the following:

1. Requirements for insurance coverage for real property and equipment.
2. Requirements for title, use, disposition and transfer of title of "real property" (as defined in 2 CFR §200.1).
3. Regulations involving Federally owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of "equipment" (as defined in 2 CFR §200.1).
5. Requirements for title, use and disposition of "supplies" (as defined in 2 CFR §200.1).

6. Requirements for title, rights, use and disposition of "intangible property" (as defined in 2 CFR §200.1). Such requirements include, without limitation:

   a. A reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright;

   b. The rights of the Federal government to data produced under the Subaward;

   c. The applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward; and

d. Subrecipient's compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401. Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR §200.316.

H. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to "non-Federal entities" as set forth in 2 CFR §200.318 through 200.326 (the "Procurement Regulations"). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.
2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
4. Affirmative steps required to encourage contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, CalOES and the Federal awarding agency.

In addition, Subrecipient must include in all of its contracts paid or reimbursed

in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non- Federal Entity Contracts under Federal Awards) as required by 2 CFR §200.326.

I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non- Federal entity as set forth in 2 CFR §200.328, which requires the Subrecipient to oversee and monitor activities supported by the Grant to assure compliance with applicable Federal requirements and performance expectations.

Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in2 CFR §200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a "pass-through entity," may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR §200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors' access to Subrecipient's records and financial statements as required under 2 CFR §200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City's risk evaluation of Subrecipient under 2 CFR §200.331(b).

J. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR §200.333 to 200.335.

In accordance with the provisions set forth in 2 CFR §200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, CalOES, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. These access rights shall not be

limited to any required record retention period, but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR §200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

K. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as setforth in 2 CFR Part 200 Subpart E ("Cost Principles"). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

L. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F ("Audit Requirements"). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an "auditee" (as defined in 2 CFR §200.1) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

M. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR§200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR §200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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III. STANDARD PROVISIONS

§3.1 Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party.The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include thegenders not used.

§3.3 Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County of Sacramento and the City of Sacramento, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Sacramento County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§3.4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the

subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§3.5 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except thatin no event shall any party recover more than once, suffer a penalty or forfeiture,or be unjustly compensated.

§3.7 Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§3.8 Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law,for injury caused by

a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above- stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

A. Notwithstanding the provisions of §1.4(A) above, pursuant to Government Code Sections 895.4 and 895.6, the Parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.

B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.

C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

§3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all the Requirements and other provisions of thisAgreement.

§3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency, CalOES or the City shall have the right to take one or more of the actions set forth in 2 CFR §200.338.

Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward.

Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed

under 2 CFR §200.342.

Subrecipient shall be liable to the Federal awarding agency, CalOES and the City for any Subaward funds the Federal awarding agency or CalOES determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency or CalOES determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency, CalOES or the City in accordance with the provisions set forth in 2 CFR §200.341.

§3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated in whole or in part by the Federal awarding agency, CalOES or the City as set forth in 2 CFR §200.339. Subrecipient shall have the right to terminate the Subaward only as set forth in 2 CFR §200.339.

In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion ofthe Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

§3.12 Amendments

Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the Parties thereto.

§3.13 Complete Agreement

This Agreement sets forth all the rights and duties of the Parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may beamended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

CITY OF SACRAMENTO
A Municipal Corporation

By:_____

Print name:_____

Title:_____

For: Howard Chan, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Attachments

Exhibit A	DHS Standard Terms and Conditions CalOES
Exhibit B	CalOES Standard Assurances
Exhibit C	Subrecipient Workbook
Exhibit D	Grants Management Assessment Questionnaire

SUBRECIPIENT:

City of Rocklin

Subrecipient Name

F9JTDAHKSBX5

SAM Unique Entity Identification Number

Signature of Authorized Person

Print Name and Title

Additional Signature *(if required)*

Print Name and Title

FY 2022 DHS Standard Terms and Conditions

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and thatappropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection

therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and
2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XXI. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency,

a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith- based organizations in individual DHS programs.

XXIV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVI. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial

assistance.

XXIX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXX. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers
When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXV. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

FY 2022 DHS Standard Terms and Conditions

XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. **Proof of Authority**
   The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

   (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
   (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
   (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;

(d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance
The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities
As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Initials _____

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

(k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
(l) The Applicant will comply with California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.),the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

(a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
(c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
(d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;

(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);
(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
(m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending $750,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. § 469a-1 et seq.); and

(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as a useful resource.

24. Copyright

The Applicant must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude the Applicant from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

37. Performance Goals

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project and identified in the Threat and Hazard Identification and Risk Analysis or Stakeholder Preparedness Review or sustains existing capabilities, as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

On July 1, 2022, OMB approved FEMA's General Applicability Public Interest Waiver of the BABAA requirements to be effective for a period of six months, through January 1, 2023. Applicants will not be required to follow the BABAA requirements for FEMA awards made, and any other funding FEMA obligates, during this waiver period. For any new awards FEMA makes after January 1, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated after January 1, 2023, Applicants will be required to follow the BABAA requirements unless another waiver is requested and approved.

Standard Assurances
For Cal OES Federal Non-Disaster Grant Programs

IMPORTANT
The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the Department of Homeland Security Standard Terms and Conditions 2022, Version 3, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant: City of Rocklin - Police Department

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Exhibit C

EQUIPMENT

NOTE: Unauthorized alterations will delay the approval of this request.

City of Sacramento
Homeland Security Grant Program - Urban Area Security Initiative
FY 2022 Subrecipient Workbook
for
City of Rocklin

Ledger Type	**Initial Application**
Date	
Request #	

Project No.	Equipment Description (Include Quantity)	AEL#	AEL Title	Funding Source	Discipline	Solution Area Sub-Category	Deployable/ Shareable	Invoice Number	Vendor	ID Tag Number	Condition & Disposition	Deployed Location	Acquisition Date	Noncompetitive Procurement over $250k	Hold Trigger	Approval Date	Budgeted Cost	Previously Approved Amount	Amount This Request	Reimbursement Request #	Total Approved	Remaining Balance
																	$89,080	$0	$0		$0	$89,080
9	National Priority - Soft Targets: EOD X-ray System	1SB-K00-IRAY	System, Mobile Search & Inspection, X-Ray	HSGP-UASI	LE	Terrorism Incident Prevention Equipment	Both	TBD	TBD	TBD	NEW - in use	TBD	TBD	No	No Hold Indicated	TBD	$89,080				$0	$89,080
																					$0	$0

AUTHORIZED AGENT

NOTE: Unauthorized alterations will delay the approval of this request.

ALN:	HSGP 97.067

City of Rocklin

Supporting Information for Application, Modification, or Request for Federal Funds

This request is for a/an: **Initial Application**

June 1, 2024 (Beginning Performance Period Date) through **April 30, 2025** (Ending Performance Period Date)

(Request #)

(Amount This Request)

Under Penalty of Perjury, I certify that:

I am the duly authorized officer of the claimant herein. This claim is true, correct, and all expenditures were made in accordance with applicable laws, rules, regulations, and grant conditions and assurances.

Statement of Certification - Authorized Agent

By signing this report, I certify, to the best of my knowledge and belief, that the report is true, complete, and accurate, and that the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)

Printed Name of Authorized Agent

Title of Authorized Agent

Signature of Authorized Agent

Date

Exhibit D

City of Sacramento

GRANT MANAGEMENT ASSESSMENT QUESTIONNAIRE

ENTITY INFORMATION			
Entity Name	City of Rocklin	Sam.gov UEI #	F9JTDAHKSBX5
Entity Type	Government	*Other:*	
CFDA / FAL # & Title	97.067 FY 2022 Homeland Security Grant Program		
Grant Program	Homeland Security Grant Program		
City Grant ID #	G11016922	City Contract #	
Project Title / Descr	EOD X-Ray Unit		
Performance Period	06/01/2024 through 04/30/2025		
Subaward Total	$89,080		

As required by 2 CFR §200.331, the City of Sacramento is required to evaluate a subrecipient's risk of non-compliance with federal statutes, regulations, and grant terms and conditions. This assessment is made so that the City can determine and provide an appropriate level of technical assistance, training, and grant monitoring in relation to this subaward.

The following questions are related to the subrecipient's experience with managing federal grant resources. This questionnaire must be completed and returned after execution of the underlying subaward agreement.

SINGLE AUDITS			
1.	Within the last 5 years, has the entity undergone a Single Audit under OMB A-133 or Subpart F of 2 CFR 200?		Yes
2.	Fiscal Year of Most Recent Single Audit Report	Fiscal Year Ending:	6/30/2023
3.	Name of Audit Agency/Firm		Chavan & Associates, LLP
4.	What was the auditor's opinion?		Unmodified
5.	How many findings were there?		0
6.	What was the total of questioned costs?		$0
OTHER AUDITS			
7.	Within the last 5 years, has the entity undergone any other types of audits?		Yes
8.	If "Yes," please select the type of audit:		
	a. Financial Statement Audit		Yes
	b. Defense Contract Agency Audit (DCAA)		No
	c. Other:		No
9.	Name of Audit Agency/Firm:		Financial Statement Audit- Chavan & Associates

ACCOUNTING		
10.	What type of accounting system does the entity use?	Combo: Auto & Manual
11.	Does the accounting system have the capability to identify the receipt and expenditure of grant awards separately for each grant award?	Yes
12.	Does the accounting system have the capability to record expenditures for each grant award by the budget cost categories shown in the approved budget?	Yes
13.	Does the accounting system have the capability to record cost sharing ("match") separately for each grant award, and maintain documentation to support recorded match or cost share?	Yes
14.	Does the accounting system have the capability to accurately track employees' actual time spent performing work for each grant award, and to accurately allocate charges for employee compensation for each grant award, and maintain records to support the actual time spent and specific allocation of charges associated with each employee?	Yes
POLICIES & PROCEDURES		
15.	Does the entity have written property policies, procedures, and/or guidance that comply with 2 CFR §200.310-200.316?	Yes
16.	Does the entity have written procurement policies, procedures, and/or guidance that comply with 2 CFR §§200.317-200.327?	Yes
17.	Does the entity's written procurement policies, procedures, and/or guidance prevent entering into procurement contracts with entities and individuals suspended or debarred from procurement contracts under federal awards?	Yes
18.	What kind of travel policy does the entity use?	Entity's Policy
19.	Does the entity have written subrecipient policies, procedures and/or guidance that comply with 2 CFR §200.331?	Yes
HIGH RISK STATUS		
20.	Has a federal grant-making agency designated the entity as "High Risk?" (High risk includes any status under which a federal awarding agency provides additional oversight due to the entity's past performance or other programmatic or financial concerns with the entity.) If "Yes", provide an attachment that contains the following for each federal awarding agency that has designated the entity as high risk: • Name of the federal awarding agency • Date the agency notified the entity of the "high risk" designation • Contact information for the "high risk" point of contact (name, phone, and email) • Reason for "high risk" status, as set out by the federal awarding agency	No
PRIOR GRANT EXPERIENCE		
21.	In the last 5 years, has the entity received any grants from the following:	
	a. City of Sacramento If "Yes," please provide a list of past grant awards issued by the City of Sacramento detailing: • Name of the awarding city department • Grant Program Title/Description • Award/Contract Number • Award Year • Award Total	Yes
	b. Other Government	Yes

c.	Non-Profit/Philanthropic Organizations	Yes
d.	None of the Above	No

ENTITY CERTIFICATION *(Must be made by the chief executive, executive director, chief financial officer, or other official with the requisite knowledge and authority.)*

On behalf of the applicant entity, I certify to the City of Sacramento that the information provided above is complete and accurate to the best of my knowledge. I am duly authorized and to make this certification on behalf of the entity.

Signature	KAREN SMITH kAREN sMITH (Apr 24, 2024 09:42 PDT)	Date	Apr 24, 2024
Title	Administrative Analyst		

Yes

City Council Special Staff Report

Subject: Whitney Ranch Unit 1 - Notice of Completion Public Improvements

Date: November 19, 2024

Submitted By: Lynn Toth, Associate Civil Engineer
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as Whitney Ranch Unit 1 Subdivision, Public Landscape Improvements and Open Space (SD2022-0002), Approving the Notice of Completion, and Authorizing and Directing the Senior Engineer to Execute Said Notice on Behalf of the City (Sunset Ranchos Investors, LLC).

Background:
The tentative subdivision map for Whitney Ranch Unit 1 (SD2022-0002) was approved by the City Council on May 23, 2023, per Resolution No. 2023-73. On December 12, 2023, the City Council approved the Final Map for Whitney Ranch Unit 1 (recorded in Book GG of Maps, at Page 76 in the Office of the Recorder of Placer County) and authorized the execution of a Subdivision Improvement Agreement (Resolution No. 2023-203) and Subdivision Landscape Agreement (Resolution No. 2023-204). The agreements required the developer, Sunset Ranchos Investors, LLC, to construct certain improvements that are specified to be dedicated to the City, including public landscape Lots A and B, and Open Space Lot D, as shown in Exhibit “A” of the Notice of Completion.

The City’s Engineering Division has completed final inspections and found the work to be complete and in accordance with the plans and specifications. The project is now ready for acceptance.

Fiscal Impact:
The improvements and open space will be maintained by the City, funded through Community Facilities District No. 5.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit 1 - Notice of Completion
3. Resolution Exhibit A

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ACCEPTING THE PUBLIC WORK KNOWN AS WHITNEY RANCH UNIT 1
SUBDIVISION , PUBLIC LANDSCAPE IMPROVEMENTS AND OPEN SPACE
(SD2022-0002), APPROVING THE NOTICE OF COMPLETION, AND AUTHORIZING
AND DIRECTING THE SENIOR ENGINEER TO EXECUTE
SAID NOTICE
ON BEHALF OF THE CITY
(Sunset Ranchos Investors, LLC)

WHEREAS, the Whitney Ranch Unit 1 subdivision project installed public improvements that are specified to be dedicated to the City, including landscape Lots A and B and Open Space Lot D; and

WHEREAS, the City's Engineering Division deems the work complete in accordance with the plans and specifications, and ready for acceptance.

NOW, THEREFORE, the City Council of the City of Rocklin does resolve as follows:

Section 1. The attached Notice of Completion ("Notice") relative to that public work known as Whitney Ranch Unit 1 Subdivision and Public Landscape Improvements (SD2022-0002), attached hereto and incorporated herein as Exhibit "1" which consists of subdivision improvements, landscape improvements within Landscape Lots A and B, and Open Space Lot D, as identified in Exhibit "A" of the Notice, is hereby approved and the public work accepted.

Section 2. The Senior Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Rocklin.

Section 3. The City Clerk is authorized and directed to record said Notice in the Office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 19th day of November, 2024 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit “1”
Notice of Completion

Recording Requested by and Return to:

City Clerk
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

No Fee Per Gov't Code § 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as **Whitney Ranch Unit 1 Subdivision Improvements and Public Landscape (SD2022-0002)** is complete. The location of said project is indicated on the map attached hereto as Exhibit "A" and incorporated herein by this reference. The owner of said project is Sunset Ranchos Investors, LLC. The contractor on said project was A. Teichert & Son, dba Teichert Construction, and the surety on said project was **Hanover Insurance Company**. The date of completion was October 14, 2024.

I, Larry M. Wing, being first duly sworn, depose and say: I am the Senior Engineer of the City of Rocklin, a general law city in the State of California, owner of the property described in the above Notice of Completion. I am duly authorized to make this verification for and on behalf of the City of Rocklin. I have read the Notice of Completion, and know its contents and the facts stated therein are true.

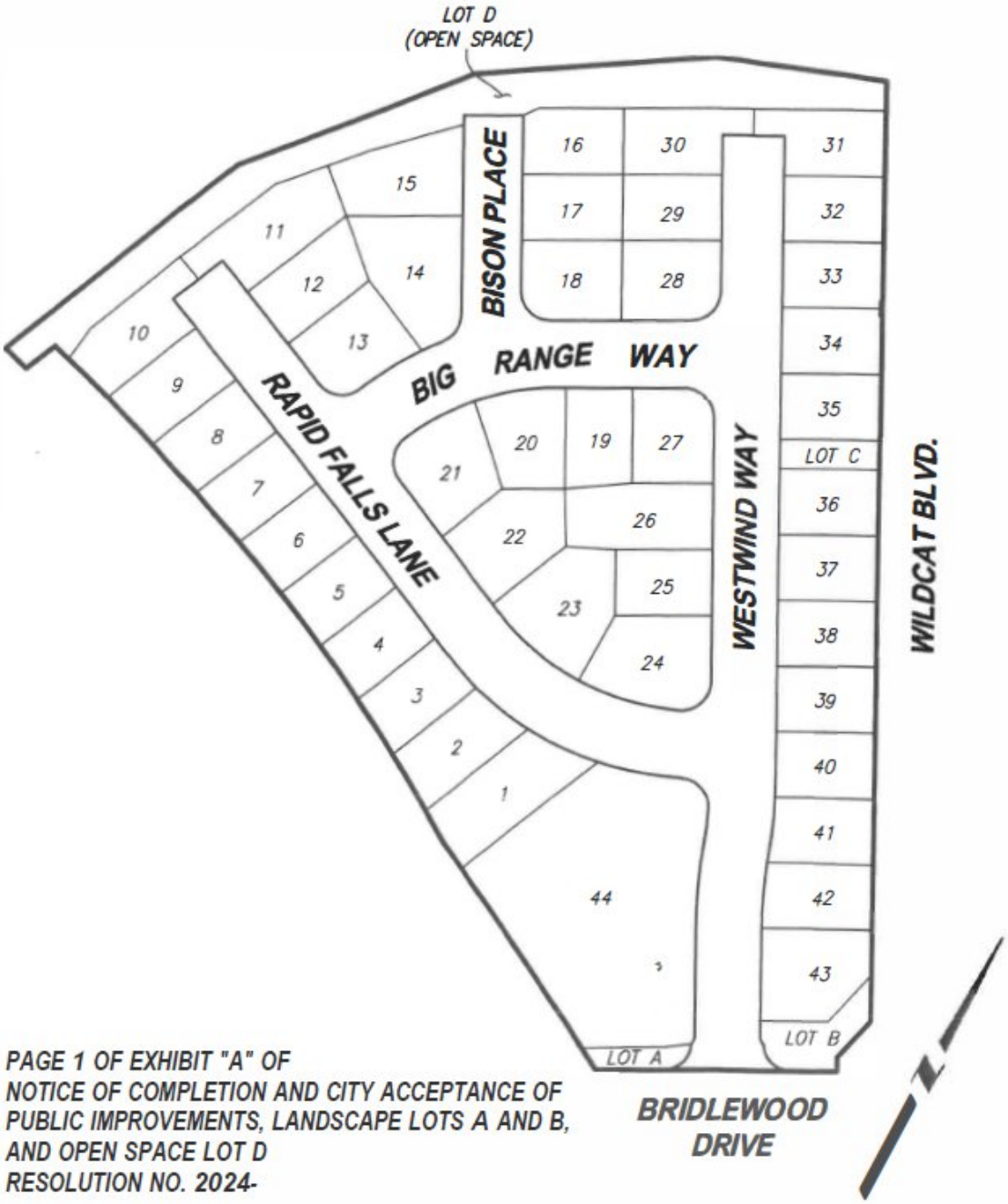
ATTEST:	City of Rocklin
_____	_____
Avinta Singh, City Clerk	Senior Engineer, City of Rocklin, 3970 Rocklin Road, Rocklin, California – Owner of the Public Work Improvement

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:_____Signature:_____
Larry M. Wing
Senior Engineer, City of Rocklin

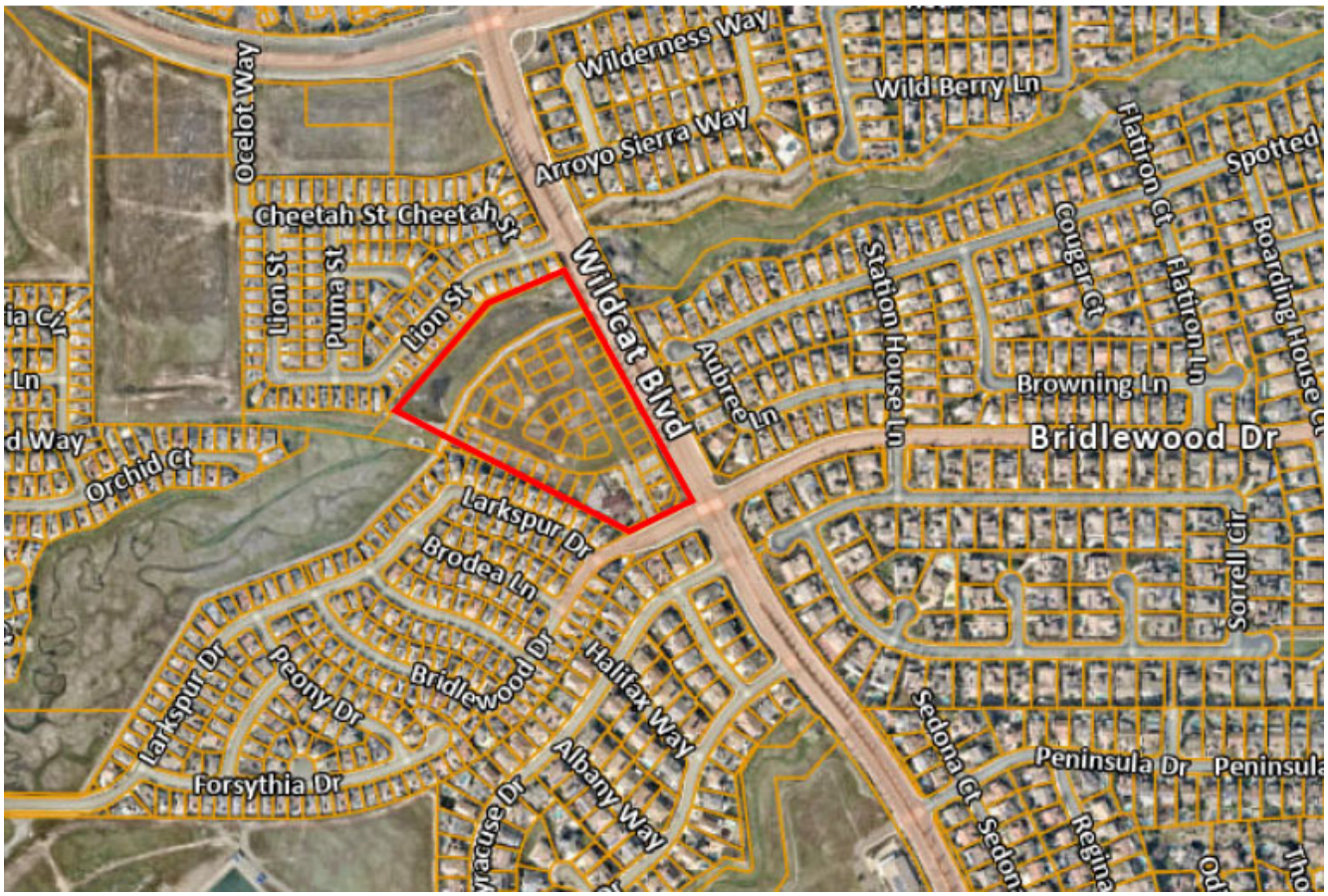
EXHIBIT "A"

NOTICE OF COMPLETION AND CITY ACCEPTANCE OF PUBLIC IMPROVEMENTS, LANDSCAPE LOTS A AND B, AND OPEN SPACE LOT D WHITNEY RANCH UNIT 1



PAGE 1 OF EXHIBIT "A" OF
NOTICE OF COMPLETION AND CITY ACCEPTANCE OF
PUBLIC IMPROVEMENTS, LANDSCAPE LOTS A AND B,
AND OPEN SPACE LOT D
RESOLUTION NO. 2024-

LOCATION EXHIBIT



ROCKLIN
CALIFORNIA

City Council Special Staff Report

Subject: Authorization Increase for Purchases through Cooperative Purchase Agreements

Date: November 19, 2024

Submitted By: Jeff Scanlon, Administrative Analyst
Veronica Tracy, Parks and Recreation Director

Department: Parks and Recreation

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Increase the Purchasing Authorization Amount with Nutrien Ag Solutions, Inc. for Various Parks and Landscape Purchases through Cooperative Purchase Agreements for Fiscal Year 2024/25.

Background:
On July 1, 2024, the City Manager executed the Authorized Cooperative Purchase Agreements Memo for Fiscal Year (FY(2024/25, which authorized departments to make on-going purchases of goods and services through cooperative purchase agreements consistent with Rocklin Municipal Code sections 3.04.090 (C) and (D). These sections allow for the use of cooperative purchasing programs and piggyback purchasing utilizing purchase agreements and contracts maintained by other governmental agencies. Per the memo, under the authorized cooperative agreements, the purchasing limit is set at $50,000 for Nutrien Ag Solutions, Inc. for FY 2024/25 (Attachment 2).

Staff has identified additional purchases needed for on-going Citywide operations for FY 2024/25, including herbicides, pesticides, and turf management supplies, that can be made under this cooperative purchase agreement. These purchases were not included in the amounts previously authorized. Staff recommends increasing the purchasing authorization amount to $200,000 for Nutrien Ag Solutions, Inc.

Fiscal Impact:
There is no additional fiscal impact to the staff recommendation. Sufficient funds are available in the FY 2024/25 Operating Budget to accommodate this increase.

ATTACHMENTS:
1. Resolution
2. City Manager Memo Authorizing Cooperative Purchase Agreements FY 2024/25

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING THE CITY MANAGER TO INCREASE THE PURCHASING AUTHORIZATION AMOUNT WITH NUTRIEN AG SOLUTIONS, INC. FOR VARIOUS PARKS AND LANDSCAPE PURCHASES THROUGH COOPERATIVE PURCHASE AGREEMENTS FOR FISCAL YEAR 2024/25

WHEREAS, On July 1, 2024, the City Manager executed the Authorized Cooperative Purchase Agreements Memo for FY 2024/25, authorizing the purchase of various goods and services through cooperative purchase agreements under Rocklin Municipal Code sections 3.04.090 (C) and (D); and

WHEREAS, the Memo authorized the use of various cooperative agreements, including Nutrien Ag Solutions, Inc. up to $50,000; and

WHEREAS, additional parks and landscape purchases needed for on-going Citywide operations for Fiscal Year (FY) 2024/25 have been identified and can be purchased under the existing cooperative purchase agreements; and

WHEREAS, staff recommends an increase in the total not-to-exceed amount by $150,000 with Nutrien Ag Solutions, Inc. under the cooperative purchasing agreements listed in Exhibit A, bringing the new total to $200,000; and

WHEREAS, the costs of this increase are included in the Fiscal Year (FY 2024/25) Operating Budget.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rocklin as follows:

Section 1. The City Manager may execute one or more contracts, including amendments, and including retroactive contracts or amendments, to purchase goods, services, or both within the scope of the description set forth in Exhibit A or as otherwise provided by the Cooperative Purchase Agreements, from Nutrien Ag Solutions, Inc. through the Cooperative Purchasing Agreements listed in Exhibit A, provided that the City Attorney approves each such contract or amendment as to form and further provided that the total contract not-to-exceed amount of all such contracts shall not exceed $200,000.

PASSED AND ADOPTED this 19th day of November, 2024, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A

Nutrien Ag Solutions, Inc. Cooperative Purchase Agreements for FY 2024/25

Vendor Name	Not-to-Exceed - Amount	Cooperative Purchase Agreement	Description
Nutrien Ag Solutions, Inc.	$200,000	Pavilion #MA-080-22010352	Parks and Landscape herbicides, pesticides, and turf management supplies.

Docusign Envelope ID: 6D24FC50-D002-4777-8E4D-CB78FD889FD4

ROCKLIN
CALIFORNIA

DATE: July 1, 2024
TO: Aly Zimmermann, City Manager
Matthew McOmber, City Attorney
From: Megan Bressem, Management Analyst MB
CC: Daniel Choe, Deputy Director of Administrative Service DC
Tameka Usher, Director of Administrative Services
Avinta Singh, City Clerk
RE: Authorizing Purchasing of Goods and Services through Cooperative Purchase Agreements and Piggyback Purchasing within City Manager's Authority for Fiscal Year 2024/25

Throughout the year, City departments have a need for ongoing purchasing of goods and services for departmental operations. These purchases are necessary to ensure the continued delivery of programs and services Citywide. Staff reviewed historical Citywide expenditures for vendors associated with cooperative purchasing programs and piggyback purchasing and estimated the anticipated costs for goods and services for FY 2024/25.

Under the Rocklin Municipal Code, certain contracts require procurement through formal bidding or similar competitive bidding procedures. Some exceptions to this requirement are set forth in Rocklin Municipal Code section 3.04.090.

The City Manager may approve use of Cooperative Purchasing/Procurement for purchases of goods or procurement of services of up to $50,000 without separate competitive bidding by the City if a governmental agency has solicited bids and awarded a contract for the goods or services which the City desires to obtain, and participation in such an arrangement is agreeable to the bidder awarded the contract for amounts up to $50,000 (Rocklin Municipal Code section 3.04.090(C)(2)). A contract directly between the City and the vendor is still required for the purchase of goods or the procurement of services rendered through a cooperative purchasing arrangement, unless otherwise approved by the City Attorney. (Rocklin Municipal Code 3.04.090(C)(3)).

The City Manager may also approve use of Piggyback Purchasing, without prior competitive bidding, to contract for the purchase of goods or procurement of services of up to $50,000 with vendors who have been awarded contracts by government agencies (i.e., California Multiple Award Schedule (CMAS) contracts), for the purchase of goods or services under the competitive processes applicable to the government agency, within the past twelve months (Rocklin Municipal Code section 3.04.090(D)). A contract directly between the City and the vendor is required for the purchase of goods or the

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procurement of services rendered through a piggyback purchasing arrangement, unless otherwise approved by the City Attorney (Rocklin Municipal Code section 3.04.090(D)).

The City has arrangements/memberships with a number of cooperative purchasing programs which allow member public agencies to aggregate individual purchasing power and achieve greater volume discounts. Public agencies competitively solicit and award agreements which are then made available to other member agencies and nonprofit organizations. By using this process, local government agencies can achieve better pricing and streamline purchases by removing repetitive, resource intensive, and costly bid procedures associated with routine purchases.

Vendors with anticipated costs up to $50,000 in FY 2024/25 have been identified. This Memorandum confirms that the City Manager authorizes use of the Cooperative Purchase or Piggyback contracts and their corresponding vendors in Exhibit A for the total combined purchases for each vendor in the amount up to $50,000 through June 30, 2025. The table in Exhibit A includes the cooperative purchase agreements/multiple award schedule contracts to be utilized, and a description of the goods and services to be procured. Authorizing the vendors and agreements through this memo streamlines the procurement process and allows for efficiency by obtaining the City Manager's authority to utilize the listed Cooperative Purchase or Piggyback contracts at one time rather than departments submitting separate requests on a contract-by-contract basis to utilize the Cooperative Purchasing/Procurement and Piggyback Purchasing exceptions on a case-by-case basis. Accordingly, if utilizing a Cooperative Purchase or Piggyback Contract as approved by the City Manager under this Memo, departments are not required to separately submit a Competitive Bidding Worksheet to the City Manager to obtain approval for use of such cooperative or piggyback agreements and are not required to separate competitive bidding.

Authorization is granted for Departments to make on-going purchases of goods and services from the vendors listed in Exhibit A, attached and incorporated herein, utilizing the identified cooperative purchase agreements and governmental agency contracts for piggyback purchasing without separate competitive bidding, up to $50,000 per vendor for Fiscal Year 2024/25. As noted above, a contract directly between the City and the vendor is still required in accordance with the Rocklin Municipal Code, all such contracts must still follow the City's internal contract review process, including use of the Contract Routing Checklist and City Attorney Instructions for Submitting Contracts.

Docusign Envelope ID: 6D24FC50-D002-4777-8E4D-CB78FD889FD4

Exhibit A

Cooperative Purchase Agreements & Piggyback Contracts by Vendor for FY 2024/25

Vendor Name	Cooperative Purchase Agreement/ Piggyback Contract	Description
Aardvark	GSA #FA-07F-141DA	Ballistic personal protective gear, tactical gear, equipment and supplies
The ABY Manufacturing Group, Inc. dba Entenmann-Rovin Co.	Pavilion #240102 Pavilion #MA-060-20010430	Badges, awards and medals
ARC Document Solutions, LLC	CMAS #3-21-10-1057 GSA #GS-03F-142DA	Plotter service and supplies
Bobcat Company/Clark Equipment Company dba Bobcat Company/Clark Equipment Company dba Doosan Portable Power	NASPO ValuePoint #E194-81037 Sourcewell #031121-CEC Sourcewell #020223-CEC Sourcewell #020923-CEC	Light construction equipment and landscape and grounds maintenance equipment
Caterpillar Inc. (Holt of CA)	Sourcewell #092222-CAT Sourcewell #011723-CAT Sourcewell #020223-CAT Sourcewell #062320-CAT Sourcewell #060122-CAT	Heavy construction and paving equipment, and machines, tools, and equipment rentals
Cintas Corporation	OMNIA Partners #R-BB-19002 OMNIA Partners #222886	First aid/safety supplies
Clean Harbors Environmental Services, Inc. (Safety-Kleen Systems, Inc)	OMNIA Partners #2023-003937	Hazardous waste supplies and disposal
Crafco Inc.	Sourcewell #080521-CFC	Roadway maintenance supplies, equipment and services
Dave Bang Associates Incorporated of California/ PlayPower, Inc.	CMAS #4-22-06-1062 Sourcewell #010521-LTS	Parks bench replacements, Wabash benches
Deere & Company	CMAS #4-07-23-0007C GSA #GS-30F-0007T Sourcewell #031121-DAC	Vehicle equipment and parts
EPIC Business Essentials	OMNIA Partners #R190301	Office supplies
Exp Federal Inc. (Uline)	GSA #GS-21F-0147V	Shipping, industrial and packaging materials
Fastenal Company	OMNIA Partners #R192001 OMNIA Partners #2018.000208	Maintenance, repair, and operations supplies and equipment
Ford Motor Company	Sourcewell #101520-FMC	Genuine Ford parts for fleet vehicles

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Vendor Name	Cooperative Purchase Agreement/ Piggyback Contract	Description
Goodyear/The Goodyear Tire & Rubber Company	NASPO ValuePoint #24155	Tires
HD Supply Facilities Maintenance, Ltd./Home Depot U.S.A., Inc.	OMNIA Partners #16154	Maintenance, repair, and operations supplies, industrial supplies and related products and services
John Deere Shared Services LLC, DBA John Deere Construction Retail Sales (Pape Machinery Inc)	Sourcewell #011723-JDC	Vehicle equipment and parts
Kustom Signals, Inc.	NASPO ValuePoint #00218	Police radar/lidar speed enforcement and speed advisory systems, parts and accessories
Life Assist, Inc.	NPPGov #PS23120	EMS medical supplies and equipment
Lowe's Home Centers, LLC	OMNIA Partners #R192006	Maintenance, repair, and operations supplies, industrial supplies and related products and services
Mallory Safety and Supply LLC	OMNIA Partners #159498	Fire safety, equipment and supplies
Municipal Emergency Services, Inc./Lawmen Supply Company	NPPGov #PS20120 NPPGov #PS20070 NPPGov #PS20040	Fire PPE, equipment, and self-contained breathing apparatus
Musco Sports Lighting, LLC	Sourcewell #071619-MSL Sourcewell #041123-MSL	Sports lighting replacement parts and annual control link service fees
Neptune Technology (Authorized Retailer/Distributor/Dealer Ferguson Enterprises, Inc. dba Ferguson Waterworks)	OMNIA Partners #02-138	Plumbing supplies, HVAC products and building supplies
Nutrien Ag Solutions, Inc.	Pavilion #MA-080-22010352	Parks and landscape fertilizer, herbicide, and seed
O'Reilly Automotive Stores/O'Reilly Auto Enterprises, LLC, dba O'Reilly Auto Parts	Sourcewell #032521-ORA	Vehicle equipment and parts
Panasonic Connect North America (Stommel, Inc. dba Lehr)	NASPO ValuePoint #23019 NASPO ValuePoint #MNWNC-124 CMAS #7-23-70-55-10	MDT replacements and Cradlepoint NetCloud license renewal

Docusign Envelope ID: 6D24FC50-D002-4777-8E4D-CB78FD889FD4

Vendor Name	Cooperative Purchase Agreement/ Piggyback Contract	Description
Parts Authority, LLC	CMAS #7-21-99-41-03	Vehicle equipment and parts
Ridgeline Technology/Synnex Corporation	CMAS #3-20-70-2506E	Public safety vehicle computer replacements
Ross Recreation Equipment, Inc.	NPPGov #PS21070	Recreation equipment, including swings
San Diego Police Equipment Co Inc	Statewide Contract CaleProcure #1-21-13-02A	Ammunition
SHI International, Corp./SHI International	CMAS #3-20-00-0526A CMAS #3-23-04-1001 CMAS #3-23-04-1003 Sourcewell #081419-SHI OMNIA Partners #2018011-02 OMNIA Partners #R220804	Fortigate firewall renewals
Snap-on Industrial, A Division of IDSC Holdings LLC	NASPO ValuePoint #OK-MA-818-900 Sourcewell #013020-SNP CMAS #4-21-03-1026	Fleet maintenance equipment and tools
Stryker Medical (formerly Physio-Control, Inc.)	NASPO ValuePoint #OK-SW-300	Lifepak automated external defibrillator (AED) devices
Sunbelt Rentals, Inc.	OMNIA Partners #R200601 Sourcewell #062320-SNB	Equipment and tool rentals
Tetra Tech, Inc./Advanced Management Technology, Inc.	CMAS #3-22-02-1005 GSA #GS-35F-037GA H-GAC #HP08-21	Any related services needed outside of the current contract for monitoring the City's inactive landfills, including additional monitoring and maintenance
Thyssen-Krupp Elevator	Sourcewell #080420-TKE	Elevator maintenance and repair
Traffic & Parking Control Co.	CMAS #4-08-78-0042A	Traffic control equipment and signs, and safety lighting
Verizon Business Services/MCI Communications Services Inc.	CMAS #3-21-09-1011	Communication services
W. W. Grainger Inc.	OMNIA Partners #MA3461 OMNIA Partners #2018.000207 Sourcewell #032620-WWG Sourcewell #101320-WWG Sourcewell #040220-WWG Sourcewell #080922-WWG Sourcewell #091422-WWG Sourcewell #090122-WWG	Maintenance, repair, and operations supplies and equipment

Docusign Envelope ID: 6D24FC50-D002-4777-8E4D-CB78FD889FD4

DocuSigned by:

Aly Zimmermann

F29E9749AAD9403...

Aly Zimmermann, City Manager

DocuSigned by:

3496B8242C674E3...

Matthew McOmber, City Attorney

City Council Special Staff Report

Subject: Green River Holdings, LLC, Landscape Maintenance Agreement

Date: November 19, 2024

Submitted By: Rick Lawrence, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Directing Execution of a Landscaping Maintenance Agreement (Green River Holdings, LLC).

Background:
As part of the Green River Holdings, LLC project, the developer (Green River Holdings, LLC) has agreed to maintain the city-owned landscape area within the City-owned right-of-way along the Green River Holdings, LLC perimeter, located on Sunset Boulevard (see Attachment 2 for a Project Location Map). A Landscape Maintenance Agreement is required to formalize this arrangement. This agreement will ensure a uniform landscape treatment and simplify maintenance responsibilities. Green River Holdings, LLC will maintain the landscape and the City will maintain the irrigation system on the city-owned right-of-way located on Sunset Boulevard as identified on the Project Location Map.

This agreement provides a benefit to both Green River Holdings, LLC and the City by eliminating the need to install duplicative irrigation systems for both the project frontage and the City's right-of-way. It also provides the developer control of the aesthetics of their frontage and offers long-term maintenance savings to the City. The agreement requires the developer to maintain proper insurance coverage, naming the City as an additional insured. The agreement also includes the City's standard hold-harmless provision.

Staff has determined that this agreement is beneficial to the City, and recommends approval.

Fiscal Impact:
There is no impact to the General Fund from the staff recommendation.

ATTACHMENTS:
1. Resolution with Exhibit A - Landscape Maintenance Agreement
2. Project Location Map

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING AND DIRECTING EXECUTION OF A LANDSCAPING MAINTENANCE
AGREEMENT (Green River Holdings, LLC)

WHEREAS, on October 17, 2017, the City of Rocklin Planning Commission approved the design review for Green River Holdings, LLC by Planning Commission Resolution No. PC 2017-38 (Stanford Plaza Phase IC / DR2017-0009).; and,

WHEREAS, Condition No. 6(a) of the Design Review requires the Developer and the City enter into a Landscape Maintenance Agreement whereby the property owner shall maintain all plant materials in the landscaped right-of-way adjacent to Developer's property and the City shall maintain the irrigation system in the right-of-way property.

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council of the City of Rocklin approves and directs the City Manager to execute an agreement for landscaping maintenance between the City of Rocklin and Green River Holdings, LLC, in the form attached hereto as Exhibit A and by this reference incorporated herein.

Section 2. The City Clerk is authorized and directed to record the Landscaping Maintenance Agreement in the Office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 19th day of November, 2024, by the following roll call vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Recording Requested by
and Return to:

No Fee Per Gov't Code § 27383

City Clerk
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

LANDSCAPING MAINTENANCE AGREEMENT
(Green River Holdings, LLC)

This Agreement is entered into as of November 19, 2024, by and between the City of Rocklin, a municipal corporation ("City") and Green River Holdings, LLC ("Developer").

RECITALS

1. Developer has received approval for and is pursuing construction of the project known as Green River Holdings, LLC ("Project") approved by Rocklin Planning Commission Resolution No. PC 2017-38 on October 17, 2017.

2. The Developer's Project includes a landscaped area that is immediately adjacent to the landscaped right-of-way of Sunset Boulevard owned by the City. The landscaped areas of the Project and the adjacent right-of-way are depicted on Exhibit A, attached hereto and by this reference is incorporated herein, ("Landscaped Area"). The portion of the Landscaped Area within the City right-of-way would normally be maintained by the City out of revenues generated by CFD 5 (the "District") of which the Project is a part. However, Condition of approval No. 6 (a) of the design review approval for the Project requires the Developer to maintain the plant materials in the right-of-way adjacent to the landscaped area of Developer's property.

3. To insure a uniform landscaping treatment and simplify maintenance responsibilities and pursuant to Condition of Approval No. 6(a), City and Developer enter into this Agreement to require the Developer to landscape the right-of-way portions of the Landscaped Area along with the Project landscaping and assume maintenance responsibility for the entire Landscaped Area except the City shall maintain the irrigation system in the City's right-of-way portion of the Landscape Area.

4. Developer shall prepare and submit to the City's Director of Community Development and the City's Public Works Director final landscape and irrigation plans for all of the Landscaped Area shown on Exhibit A and in compliance with all conditions of Project approval.

5. Developer shall obtain an encroachment permit for all improvements within the public right-of-way. Developer shall post a performance bond and labor and materials payment bond (or other equivalent financial security) in the amount of 100% of the cost of the improvements to be constructed in the public right-of-way as improvement security to ensure the faithful performance of all duties and obligations required of Developer in the construction of the improvements. Such improvement security shall be in a form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit, or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City.

6. Developer shall supply City with a complete set of as-built plans of the landscaping and irrigation system within five (5) days of final inspection and approval.

7. Developer shall at all times maintain the Landscaped Area in a professional manner commensurate with the standard of maintenance provided by City in its landscaped rights-of-way in the vicinity of the Project site, except that City shall maintain the irrigation system in the right-of-way portion of the Landscaped Area.

8. Insurance.

A. Developer shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work under this Agreement and the results of that work by Developer, its agents, representatives, employees, or subcontractors. All coverage available to the Developer as named insured shall be made available to the City, its officers, employees and volunteers as additional insured. Developer shall provide to City the full policy limits of Developer's insurance, with coverage at least as broad as, and limits no less than, the following:

1. General Liability. Developer shall maintain in full force and effect a policy of commercial general liability insurance (ISO occurrence form CG0001) with limits no less than the following: two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this agreement, or the general aggregate limit shall be twice the required occurrence limit.

2. Worker's Compensation and Employer's Liability Insurance. Developer shall fully comply with the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Developer may have for worker's compensation. Developer shall also maintain in full force and effect a policy of employer's liability insurance with limits no less than the following: one million dollars ($1,000,000) each accident; one million dollars ($1,000,000) policy limit bodily injury by disease; one million dollars ($1,000,000) each employee bodily injury by disease.

3. Automobile. Developer shall maintain in full force and effect a policy of commercial automobile liability insurance (ISO Form CA0001 Code 1 (any auto) or Code 8, 9 if no automobiles owned), with limits no less than the following: one million dollars ($1,000,000) per accident for bodily injury and property damage.

B. The general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, employees and volunteers shall be added as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Developer, and with respect to liability arising out of work or operations performed by or on behalf of the Developer 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 subdivision (b) of section 2782 of the Civil Code.

2. For any claims related to work or operations performed by or on behalf of Developer, the Developer's insurance coverage shall be primary insurance as respects the City, its officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, employees, or volunteers shall be excess of the Developer's insurance and shall not contribute with it.

3. Coverage shall not be cancelled by the Insurer except after thirty (30) days prior written notice has been given to the City.

C. The insurance company or companies providing Developer the coverages required by this Agreement shall be admitted in the State of California and have a current A.M. Best's rating of no less than A:VIII or equivalent acceptable to City.

D. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees

and volunteers; or the Developer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. The insurance shall be maintained from the time the work first commences until completion of the work under this Agreement and shall be on an occurrence policy form.

F. If Developer, for any reason, fails to maintain insurance coverage which is required under this Agreement, the failure shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from Developer resulting from the breach.

G. Developer shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Developer shall furnish City with original certificates and amendatory endorsements effecting coverage required by this Agreement. The certificates and endorsements should be on forms provided by the City, or on other than the City's forms, provided those endorsements or certifications conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Agreement at any time.

Developer shall replace certificates of insurance for policies expiring prior to completion of the work under the Agreement, and shall continue to furnish certificates for five years beyond the Agreement terminate date, when the Developer has a claims made form of insurance.

I. The worker's compensation and employee's liability insurance are to contain, or be endorsed to contain, the following provision: the State Compensation Insurance Fund waives any right of subrogation against the City, its officers, employees, and volunteers, which might arise by reason of any payment by the State Compensation Insurance Fund in connection with work performed by Developer under this Agreement.

9. Developer shall defend, indemnify and hold harmless City, its officers, officials, employees and volunteers from and against all claims, damages, losses, and expenses, including litigation costs and attorneys fees, arising out of Developer's performance or non-performance of its duties and obligations under this Agreement, caused in whole or in part by any negligent act or omission of Developers, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for

whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

10. Developer agrees to remedy any defects in the landscaping and irrigation system within the Landscaped Area arising from faulty or defective design or construction occurring at any time during the term of this Agreement, except that Developer shall have no responsibility for maintaining the irrigation system in the City's right-of-way.

11. Attorney Fees; Litigation Costs.

If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and other expenses in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action.

Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

12. This Agreement may be terminated by either party upon thirty (30) days written notice to the other. Upon notice of termination being given, and within that thirty (30) day period, Developer shall complete the following requirements:

A. Developer, at its sole cost, shall provide for the continued landscape maintnenace of the public right-of-way portion of the Landscaped Area, separate from the privately owned portion of the Landscaped Area, except for the irrigation system in the right-of-way portion of the Landscaped Area, which the City will maintain.

B. If the Developer fails to perform the work necessary to maintain the landscape within the City's right-of-way portion of the Landscaped Area (except for the irrigation system in the right-of-way portion), the City may at its option, perform or cause to be performed said work on behalf of Developer and assess a lien against Developer's property for the cost of the work.

13. The obligations set forth in this agreement are covenants that run with the land and are appurtenant to and shall burden Developer's property (and any portion into which such property may hereafter be divided), and are for the benefit of the adjacent City owned right-of-way.

14. This Declaration shall inure to the benefit of and be binding upon Developer, and their respective heirs, personal representatives, successors and assigns, and upon any person acquiring Developer's property, or any portion thereof, or any interest therein, whether by operation of law, foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

15. Notices shall be deemed given when mailed first class, postage prepaid, or personally delivered to the principal office of the other party at the following address:

City: City of Rocklin
c/o City Manager
3970 Rocklin Road
Rocklin, California 95677

Developer: Green River Holdings, LLC
837 Jefferson Blvd.
West Sacramentom, CA 95691

Notices may be sent to such other persons and addresses as either party may designate from time-to-time in writing.

16. This Agreement shall be recorded in the Office of the Placer County Recorder.

The parties have executed this Agreement on the date first above written.

CITY OF ROCKLIN

By:_____
Aly Zimmermann, City Manager

DEVELOPER:

Signature:_____

Print Name:____Mark Engstrom_____

Its:_____

APPROVED AS TO FORM

_____
Crystal Hodgson, Assistant City Attorney

ATTEST

_____
Avinta Singh, City Clerk

ACKNOWLEDGEMENT

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

State of California
County of _____

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

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

WITNESS my hand and official seal.

Signature _____. (Seal)

ACKNOWLEDGEMENT

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

State of California
County of _____

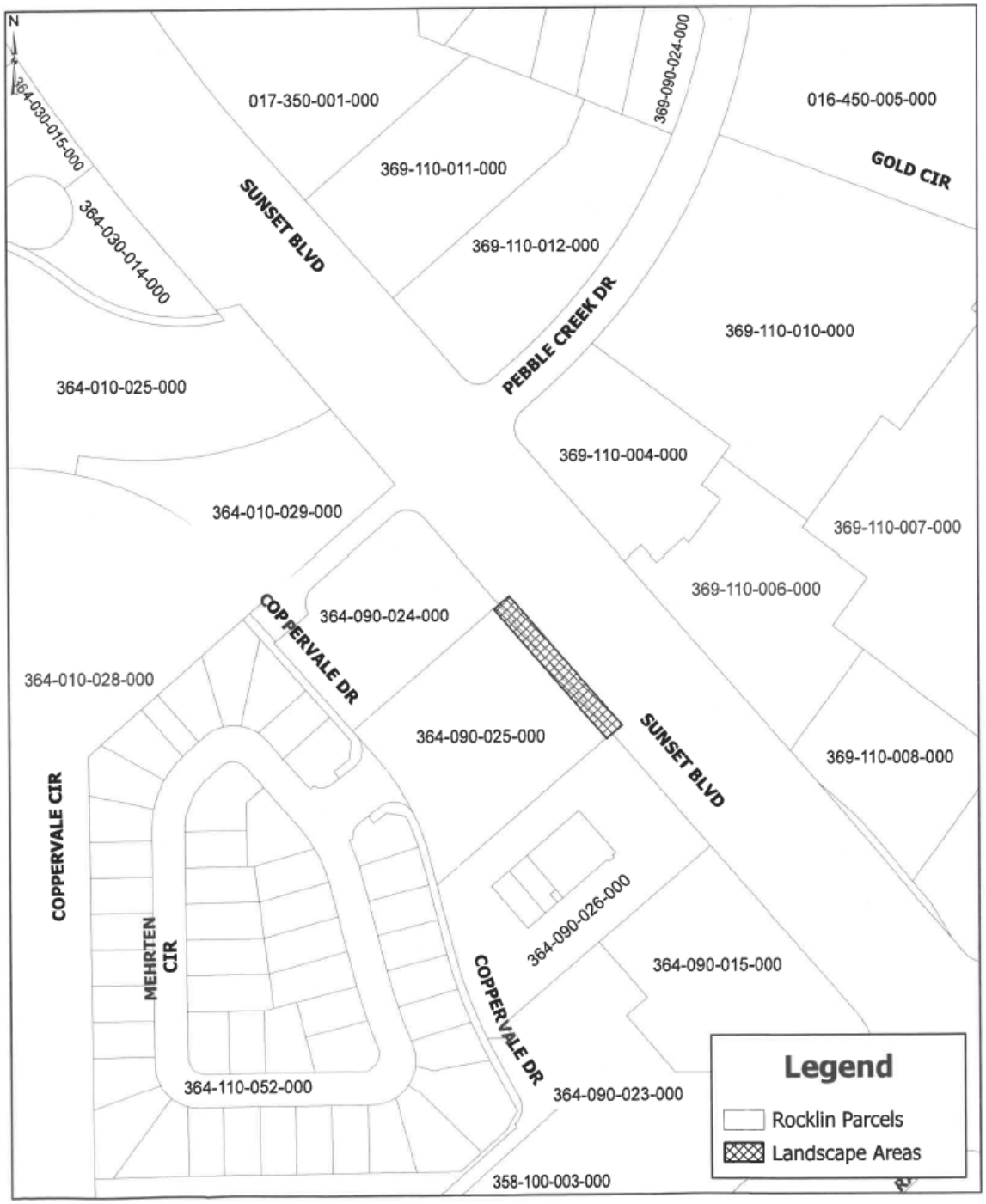
On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),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

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

WITNESS my hand and official seal.

Signature _____. (Seal)

Exhibit A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SUNSET BLVD
PEBBLE CREEK DR
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MEHRTEN CIR
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364-090-015-000
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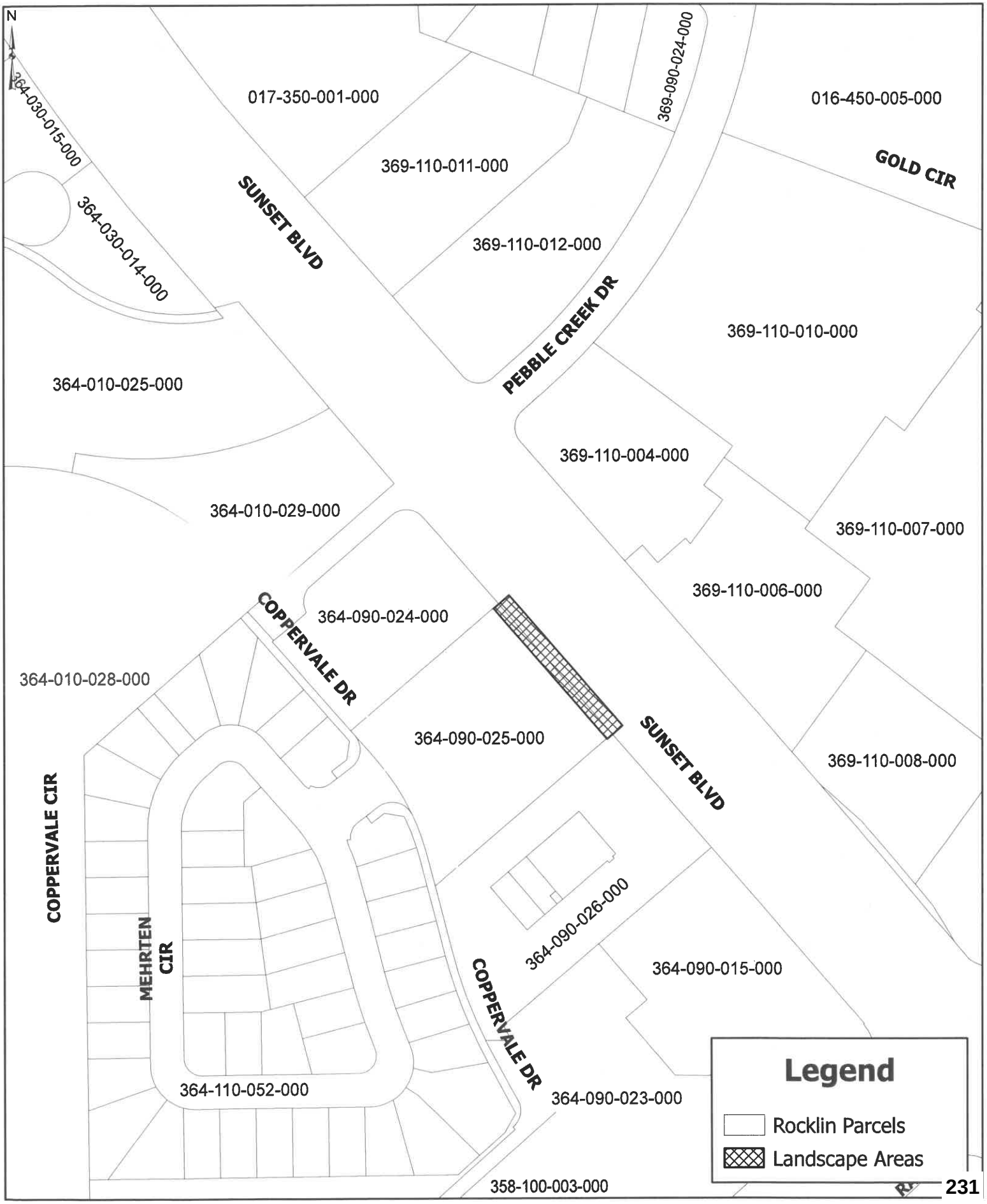
Legend
Rocklin Parcels
Landscape Areas

Exhibit A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364-090-023-000
Legend
Rocklin Parcels
Landscape Areas
358-100-003-000

City Council Special Staff Report

Subject: 2025 Dig Outs Project - Bid Award

Date: November 19, 2024

Submitted By: Rick Lawrence, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the 2025 Dig Outs Project to Central Valley Engineering & Asphalt, Inc. and Authorizing the City Manager to Execute an Agreement.

Background:
The 2025 Dig Outs Project is part of the Pavement Management Program, which was included in the 2025-2029 Capital Improvement Program and the Fiscal Year (FY) 2024/25 Operating Budget approved by the City Council on June 25, 2024. This project consists of the removal and replacement of degraded asphalt on various roads within the City (see Attachment 3 for Location Maps).

The bid for the 2025 Dig Outs Project was advertised on October 4, 2024, and October 11, 2024, with the bid opening on Tuesday, October 22, 2024. Eight (8) bids were received from the following companies (see Attachment 4):

Bidder Name (Location)	Amount
Central Valley Engineering & Asphalt, Inc. (Roseville)	$298,473.60
RNR Paving, Inc. (Hayward)	$318,103.18
JB Bostick Company (Roseville)	$321,052.95
Consolidated Engineering, Inc. (Valley Springs)	$323,099.20
BRCO Constructors, Inc. (Rocklin)	$345,679.00
Martin Brothers Construction (Sacramento)	$428,929.00
B&M Builders, Inc. (Ranco Cordova)	$435,982.00
Western Engineering Contractors, Inc. (Loomis)	$480,665.00

Staff has reviewed the bids for sufficiency, confirmed they were responsive, and determined Central Valley Engineering & Asphalt, Inc. submitted the lowest responsible bid. Staff recommends that the City Council award the contract to Central Valley Engineering & Asphalt, Inc. Pursuant to Rocklin Municipal Code section 3.04.050, the City Manager will have change order authority up to fifteen (15) percent of the contract amount ($44,771.04) for a total authorized project amount of $343,244.64.

Environmental Analysis:
The City of Rocklin's Environmental Coordinator has reviewed the 2025 Dig Outs project and determined that it falls under the previously approved Notice of Exemption for the City of Rocklin Dig Outs projects, Resolution 2018-115, and is exempt from review under the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Section 15301 & 15302.

Fiscal Impact:
There is no additional fiscal impact as this project is included in the FY 2024/25 Capital Improvement Program Budget and is funded using SB325 Sales Tax Funds (210).

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Bid Documents and Agreement
3. Project Location Maps
4. Bid Summary

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE CONTRACT FOR THE 2025 DIG OUTS TO CENTRAL VALLEY ENGINEERING & ASPHALT, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT

WHEREAS, the 2025 Dig Outs consists of the removal and replacement of degraded asphalt on various roads within the City; and

WHEREAS, the invitation for bids was advertised October 4, 2024, and October 11, 2024, with the bid opening Tuesday, October 22, 2024, and bids were thereafter examined and found to be in compliance with all applicable specifications; and

WHEREAS, the lowest responsible bid was determined to be $298,473.60, submitted by Central Valley Engineering & Asphalt, Inc. and staff recommends that the contract for the project be awarded to Central Valley Engineering & Asphalt, Inc.; and

WHEREAS, pursuant to the Rocklin Municipal Code, section 3.04.050, a contingency amount of fifteen (15) percent of the contract $44,771.04, is automatically authorized for all public works project contracts awarded by the City Council or the City Manager, as long as adequate funds have been appropriated, bringing the total authorized Project amount to $343,245 (rounded); and

WHEREAS, this project is funded using Sales Tax (SB325) Funds (210).

NOW, THEREFORE, the City Council of the City of Rocklin does resolve as follows:

Section 1. The contract for the 2025 Dig Outs is awarded to Central Valley Engineering & Asphalt, Inc. and the City Manager is authorized to execute the Agreement with Central Valley Engineering & Asphalt, Inc. in substantially the form attached hereto as Exhibit “A.”

PASSED AND ADOPTED this 19th day of November, 2024, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

CITY OF ROCKLIN

STANDARD BID PACKAGE AND GENERAL PROVISIONS FOR THE 2025 DIG OUTS

BID OPENING OCTOBER 8, 2024
AT 1:30 P.M.
3970 ROCKLIN ROAD
ROCKLIN, CA 95677

PUBLIC WORKS DEPARTMENT
4081 ALVIS COURT
ROCKLIN, CA 95677

ADDENDUM NO. 1
TO THE SPECIFICATIONS AND BID DOCUMENTS
For the 2025 Digouts

This addendum covers changes to the Specifications and Bid Documents and shall become part of the contract documents. Sign and include this addendum to your bid.

Item No.1:
The Pre-Bid Meeting Date and the Bid Opening Date have been changed as follows:

- **Pre-bid Meeting:** has been **changed** from Tuesday, October 1, 2024 at 10:00am **to Tuesday, October 15, 2024 at 10:00am.** The meeting location remains the same.
- **Bid Opening Date:** has been **changed** from October 8, 2024 at 1:30 pm **to October 22, 2024 at 1:00 pm.** The meeting location remains the same.

Repalce the existing Notice to Contractors with the updated Notice to Contractors (Exhibit A).

Item No.2:
The Sealed Bid form has been updated to reflect the updated bid opening date. Replace the existing Sealed Bid document with the updated Sealed Bid (Exhibit B).

End of Addendum No. 1

Signature of Bidder: _____ James Wagner, CFO/ Secretary

Central Valley Engineering & Asphalt, Inc. _____ 10/22/2024

Contractor _____ Date

SUBMIT THIS SHEET AS PART OF YOUR BID

ADDENDUM NO. 2
TO THE SPECIFICATIONS AND BID DOCUMENTS
For the 2025 Digouts

This addendum covers changes to the Specifications and Bid Documents and shall become part of the contract documents. Sign and include this addendum to your bid.

Item No.1:

Replace the existing Sealed Bid form with the updated Sealed Bid attached as Exhibit A. The Sealed Bid form has been updated to add the Unit Price column, Item letters for striping items, and the total square footage to bid item number 6.

End of Addendum No. 2

Signature of Bidder: _____ James Wagner, CFO/ Secretary

Central Valley Engineering & Asphalt, Inc. _____ 10/22/24 _____

Contractor Date

SUBMIT THIS SHEET AS PART OF YOUR BID

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

ADDENDUM NO. 3
TO THE SPECIFICATIONS AND BID DOCUMENTS
For the 2025 Digouts

This addendum covers changes to the Specifications and Bid Documents and shall become part of the contract documents. Sign and include this addendum to your bid.

Item No.1:

The Last Day for Questions has been **changed** as follows:

- No later than **Friday, October 18, 2024 at 1:00pm**.

Replace the existing Notice to Contractors with the Updated Notice to Contractors (Exhibit A)

Item No.2:

Addresses and the associated square footage for all of the project locations have been added to the Specifications. Replace the existing Specifications with the updated Specifications (Exhibit B).

Item No.3: Attached as Exhibit C is the Pre-Bid Meeting Sign-In Sheet.

End of Addendum No. 3

Signature of Bidder: _____ James Wagner, CFO/ Secretary

Central Valley Engineering & Asphalt, Inc. _____ 10/22/2024

Contractor Date

SUBMIT THIS SHEET AS PART OF YOUR BID

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

ADDENDUM NO. 4
TO THE SPECIFICATIONS AND BID DOCUMENTS
For the 2025 Digouts

This addendum covers changes to the Specifications and Bid Documents and shall become part of the contract documents. Sign and include this addendum to your bid.

Item No.1:
Can I get a list of the attendees to the pre-bid meeting that took place?

Yes, see Addendum 3 where the Pre-Bid Meeting Sign-In Sheet was exhibited.

Item No.2:
Can you provide the prior awarded Dig Outs contract pricing?

There is no pricing for this work as a this work has not been bid on a specific location basis.

Item No. 3
Can you specify the location where the two (2) traffic detector loops are to be installed?

There are two (2) Advanced Loops located at 5470 Pacific Street.

Item No. 4:
Will the paving fabric be required at each grind and pave location?

No, fabric will only be used if needed due to conditions.

End of Addendum No. 4

Signature of Bidder: _____ James Wagner, CFO/ Secretary

Central Valley Engineering & Asphalt, Inc. _____ 10/22/2024

Contractor _____ Date

SUBMIT THIS SHEET AS PART OF YOUR BID

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

TABLE OF CONTENTS

Project Location Map

Notice to Contractors

Bid Documents

Attachments

DOCUMENTS THAT MUST BE SUMITTED WITH BID
BID FORM (With Addenda Acknowledgement)
BID BOND – ATTACHMENT A
SUBCONTRACTOR LISTING FORM – ATTACHMENT B
NONCOLLUSION AFFIDAVIT – ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION – ATTACHMENT D
RESOLUTION OF DISPUTES – ATTACHMENT E
CERTIFICATION OF AUTHORIZATION – ATTACHMENT F
IRAN CONTRACTING CERTIFICATION – ATTACHMENT G

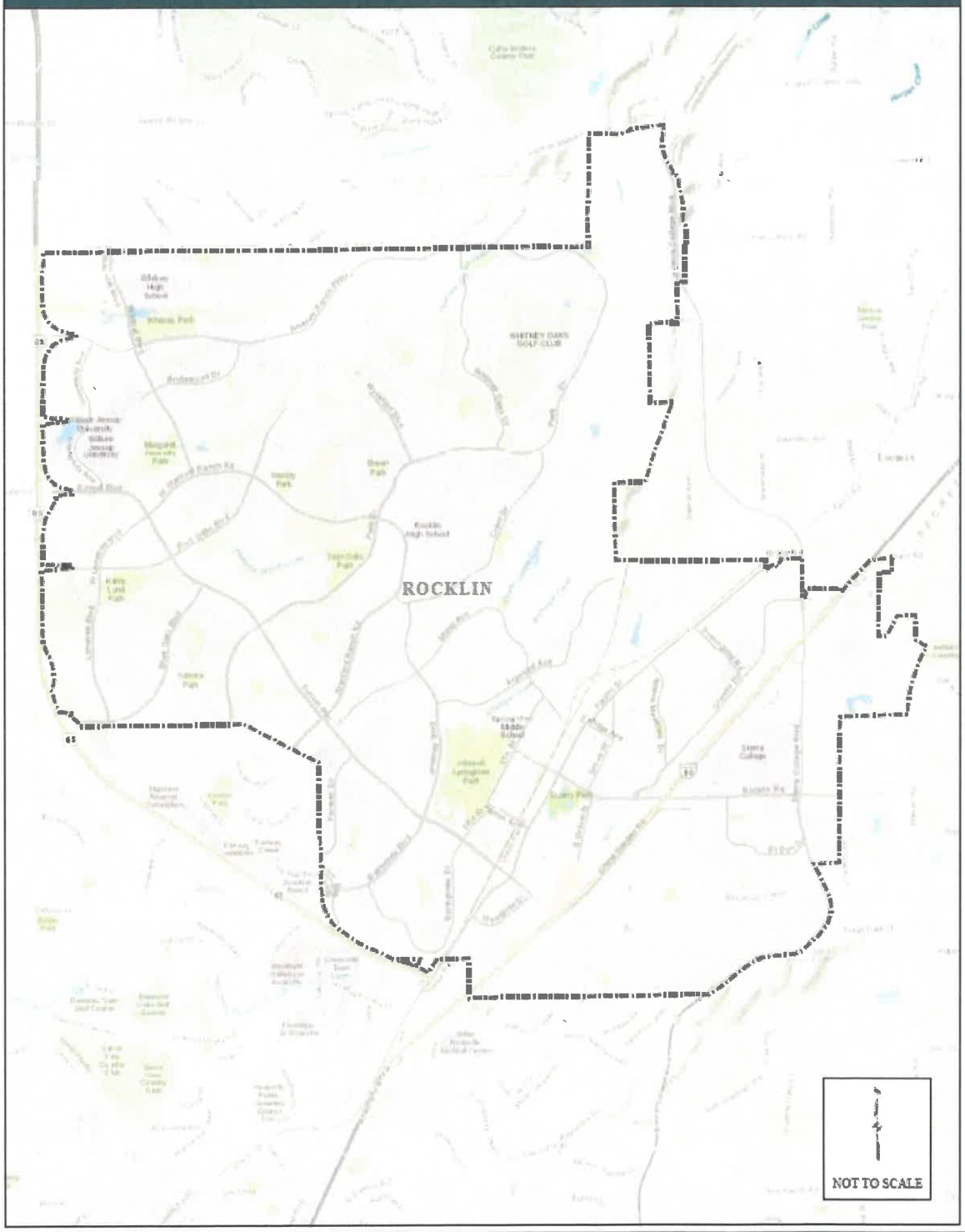
DOCUMENTS THAT MUST BE SUBMITTED UPON AWARD
CONSTRUCTION AGREEMENT – ATTACHMENT H
PERFORMANCE BOND – ATTACHMENT I
PAYMENT BOND – ATTACHMENT J
WORKERS' COMPENSATION INSURANCE CERTIFICATION – ATTACHMENT K
OPTIONAL: ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION – ATTACHMENT L

TO BE SUBMITTED AS PART OF CLOSE-OUT
GUARANTEE FORM – ATTACHMENT M

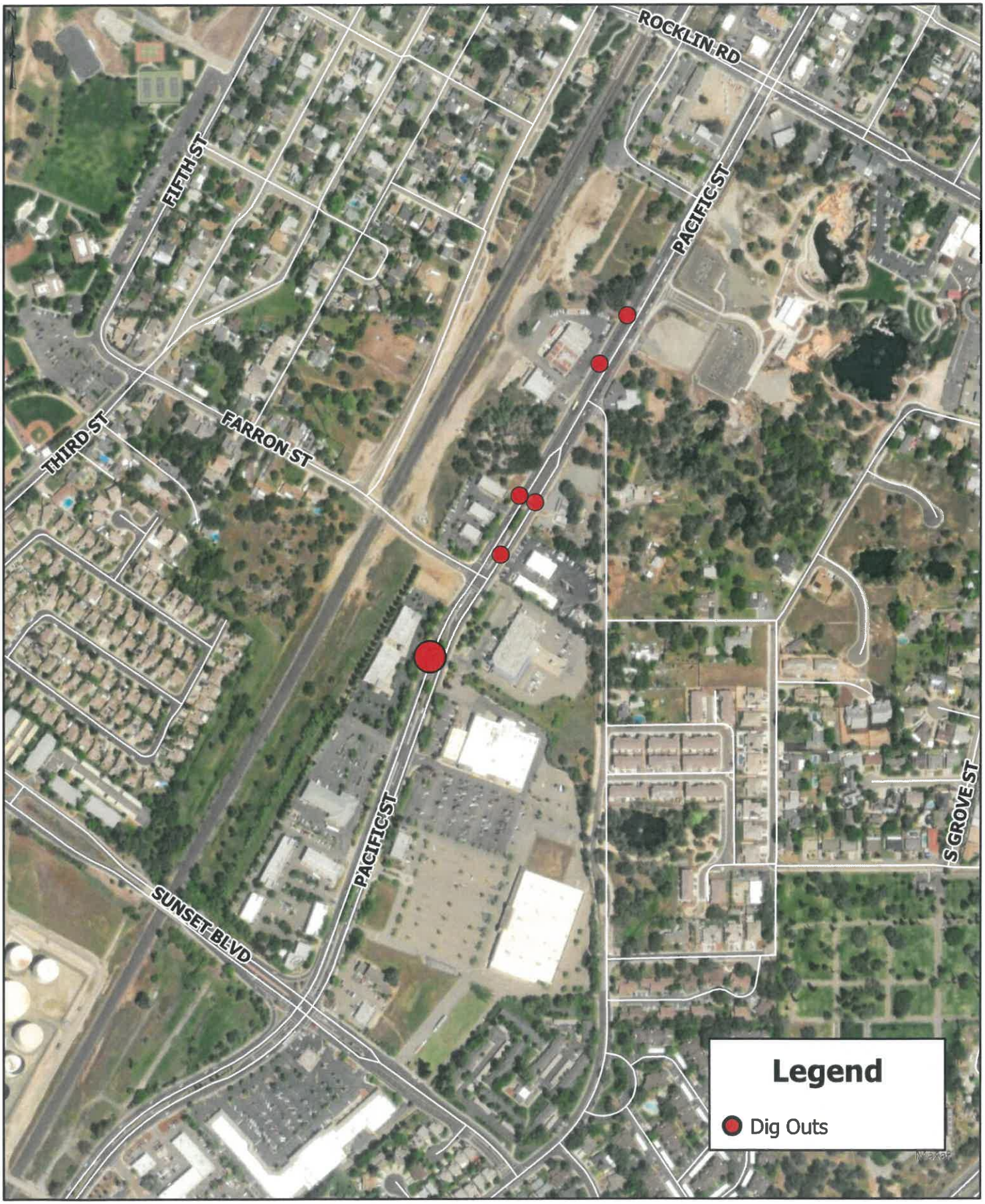
General Provisions

Specifications

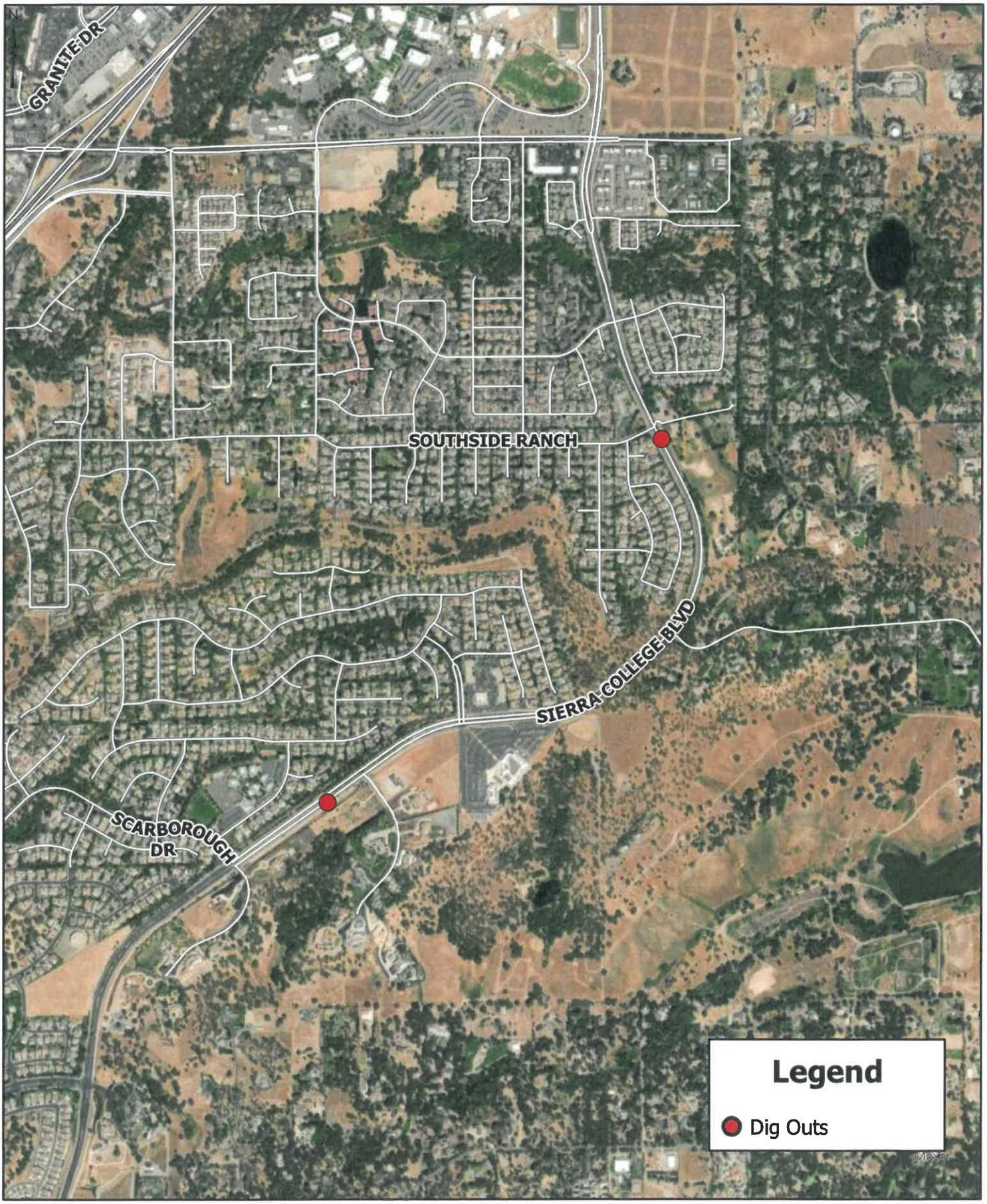
City of Rocklin Location Map



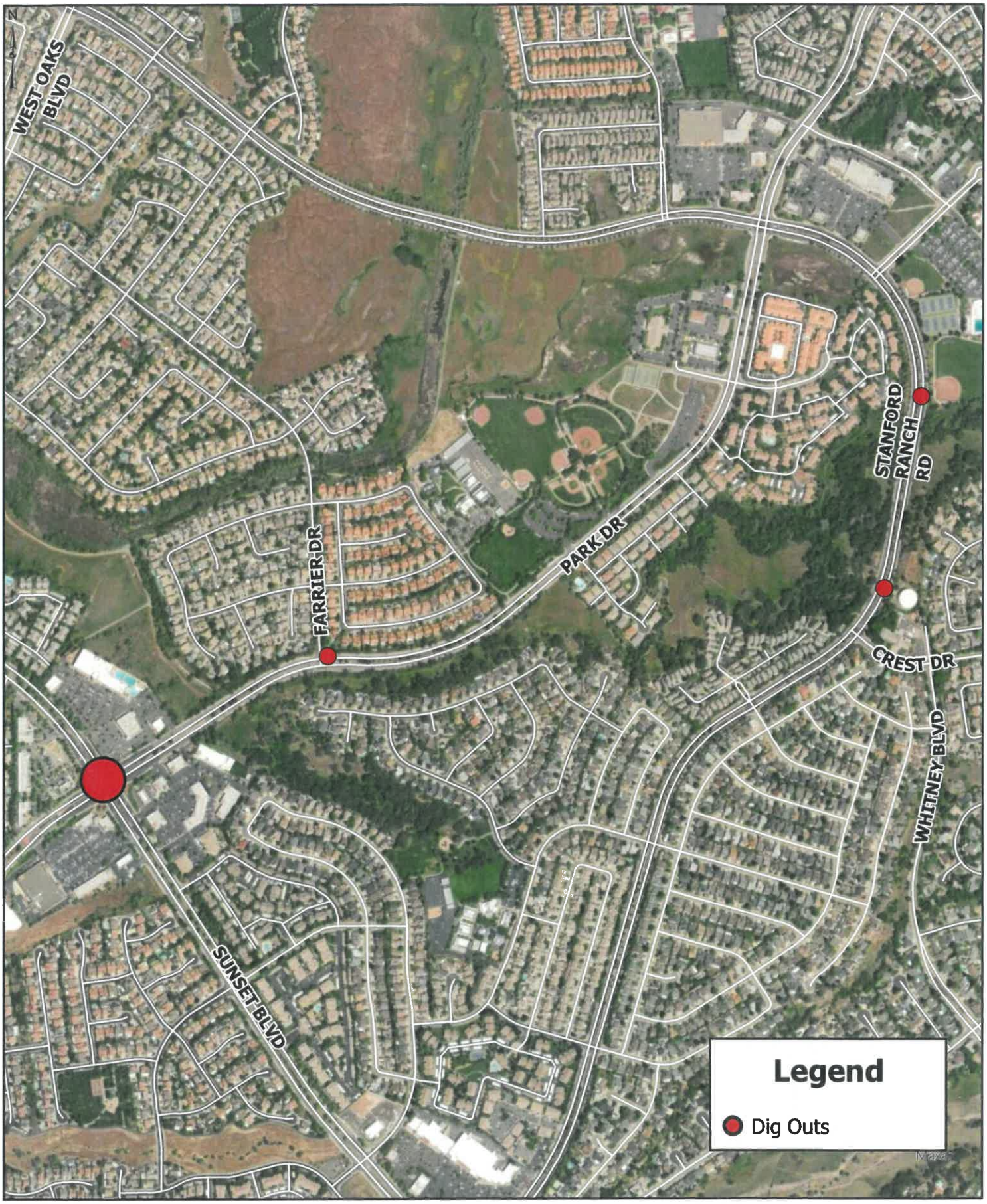
Project Location Map - Exhibit A



Project Location Map - Exhibit B



Project Location Map - Exhibit C



Project Location Map - Exhibit D

NOTICE TO CONTRACTORS

Notice is hereby given that the City Council of the City of Rocklin, California, will receive sealed Bids as follows:

BID DATE / TIME:	Until Tuesday, October 8, 2024 (1:30 p.m.)
SUBMIT BIDS TO:	City Clerk City of Rocklin 3970 Rocklin Road Rocklin, CA 95677
FOR:	City of Rocklin 2025 Dig Outs
ESTIMATED CONSTRUCTION COST:	N/A
TOTAL CONTRACT TIME:	30 Calendar Days
CONTRACTOR'S CALIFORNIA LICENSE AND/OR CLASS REQUIRED	Class A or Class B with a C-12 Contractors License
MANDATORY PRE-BID CONFERENCE DATE, TIME, AND LOCATION	Tuesday, October 1, 2024 at 10:00 a.m. at the City of Rocklin Corporation Yard, 4081 Alvis Court, Rocklin, CA 95677

Notice is hereby further given that the Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and that each Bidder and all Subcontractors are required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. ***Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and unavailable for award. A Subcontractor who is unregistered will not be permitted to work on the Project. If any Subcontractor required to be listed in the Bid is unregistered, that Subcontractor will be required to be substituted with a registered Subcontractor at no additional cost to the City and/or the listing of an unregistered Subcontractor may render the bid nonresponsive. Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.***

City affirmatively identifies this project as a "public work" as that term is defined by Labor Code Section 1720, and the project is, therefore, subject to prevailing wages under Labor Code Section 1771. Contractor and its Subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at the job site and prohibitions against discrimination. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at 3970 Rocklin Road, Rocklin, CA 95677 or on the internet at http://www.dir.ca.gov/OPRL/PWD. Those prevailing wage rates hereby are incorporated in this Contract and made a part hereof. (See General Provisions, Chapter 6.)

Submit Bids (original/no copies) and bid security in a sealed envelope, marked "**Bid for 2025 DIG OUTS** ("Project") and include the company name and address on the envelope.

At the mandatory pre-bid conference meeting identified above, representatives of City will discuss the Contract Documents, bid submission requirements, site constraints, order of work and other items specific to this project. A project walk-through may follow after the pre-bid conference meeting. A sign-in sheet will be available up until commencement of the pre-bid conference meeting only. Attendance at the entire pre-bid meeting and project walk-through, if scheduled, is mandatory for bidding. Bids received from Bidders who did not sign the sign-in sheet and attend the meeting and project walk-through will be returned to the Bidder unopened. Attendance by Subcontractors is not mandatory, but all interested prospective Subcontractors are encouraged to attend. The City will transmit Addenda to all prospective Bidders who have purchased full sets of Contract Documents, as the City considers necessary in response to questions raised at the meeting and walk-through. Addenda also will be posted on the City's website. Oral statements not confirmed by Addenda may not be relied upon and are not binding or legally effective. Except for mandatory walk-through, no other access to the project site will be granted pre-bid without the City's prior approval, which will require advanced notice and a scheduled appointment. During all site visits the Bidder must be accompanied full time by an authorized representative of the City. No exceptions to this requirement.

Contract Documents may be purchased at the City of Rocklin Corporation ("Corp") Yard, located at 4081 Alvis Court, Rocklin, CA 95677, telephone (916) 625-5500 between the hours of 8:00 a.m. - 4:00 p.m. Monday through Friday. The non-refundable cost for each set is $25.00; Alternatively, **Contract Documents may be downloaded at no charge from the City of Rocklin's website at www.rocklin.ca.us/DownloadBids.**

Complete sets of Contract Documents must be used in preparing Bids. The City does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. The City, in making copies of the Contract Documents available on the above terms, does so only for the purpose of obtaining Bids for the Work and does not confer license or grant for any other use.

Written questions regarding this Invitation for Bids should be directed to Jeramy Gillen, Street Maintenance Supervisor by email at Jeramy.Gillen@rocklin.ca.us no later than Wednesday, October 2, 2024 at 1:00 p.m. All emails shall require verification of receipt by sender in accordance with the Instructions to Bidders.

Bidders shall develop and submit Bids at their own expense. The City will not reimburse any costs associated with the development and submittal of any and all Bids.

Each Bid must be submitted on the Bid Forms provided in the Contract Documents. The Bid must be submitted in a sealed envelope and received by the City Clerk no later than the time and date prescribed. The clock located in the City Clerk's office is considered the official local time. Bid submissions received after the designated time will not be opened and will be returned to the Bidder unopened. Telephones will not be available to Bidders at the City's offices for the preparation of Bids.

Each Bid must also be accompanied by security in the form of a Bidder's Bond issued by a corporate surety, a certified check, or cashier's check payable to the City of Rocklin, or cash. The amount of the bid security must be not less than ten percent (10%) of the Total Bid Price, consisting of the total base bid plus the total additive bid alternates. The successful Bidder shall

be required to execute a Material and Labor Payment Bond and Performance Bond, issued by a corporate surety, in conformance with the requirements set forth in the Contract Documents, each for not less than one hundred percent (100%) of the Contract Price.

Alternate Bids. Unless otherwise specified in the Special Provisions, if an alternate or alternates are identified by the City to the bidders, award will be based on any combination of Base Bid and Alternates as determined by the City. This process is conducted by the City in a "blind selection" format, *i.e.*, without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. Bidders are to submit their Bid in two sealed envelopes, both containing all identifying information for the Project, and both of which are then to be included in a third sealed envelope containing all identifying information for the Project but without any identifying information regarding the Bidder. The first envelope shall be marked "Envelope 1" and shall contain only an unsigned copy of the bidder's bid form, without any identifying information for the bidder and without any other required bid submissions. The second envelope shall be marked "Envelope 2" and shall contain a complete copy of all required bid documents, including a signed copy of the bid form. Any discrepancies in the pricing information in the two sealed envelopes may render the bid nonresponsive. Alternates may be selected for award by the City at its discretion. All awards will be made in the City's best interest.

If the lowest responsive, responsible bidder fails or refuses to execute any Contract for the Project, the City may, in its discretion, award the Contract to the second lowest, responsive responsible bidder. If the second lowest responsible, responsible bidder fails or refuses to execute any Contract for the Project, the City may, in its discretion, award that and all other Contracts for the Project to the third lowest, responsive responsible bidder. Any Bidder to whom any Contract for the Project is awarded who fails to execute the Contract and file acceptable bonds and insurance certificates as required in the Contract Documents will have its Bid Guarantee forfeited.

Pursuant to California Public Contracts Code, any contract awarded pursuant to this Notice to Contractors shall obtain a provision permitting, at the Contractors' sole expense, the substitution of securities for any moneys withheld to ensure performance under the Contract. The terms of such provisions shall be according to the requirements of the Public Contracts Code Section 22300.

No Bid received and read aloud may be withdrawn for a period of sixty (60) days after the bid opening date, except pursuant to California Public Contract Code Section 5101 *et seq*.

The City reserves the right to award the Contract, to reject any or all Bids, to waive non-material and inconsequential irregularities in any Bid, and to reject nonconforming, nonresponsive, non-responsible, or conditional Bids.

_____ _____

Justin Nartker
Director of Public Works
City of Rocklin

Date

EXHIBIT A
CITY OF ROCKLIN
SEALED BID

(MUST BE SIGNED BY BIDDER)

Sealed Bids will be received not later than 1:00 p.m. on Tuesday, October 22, 2024, at the office of the City Clerk 3970 Rocklin Road, Rocklin, California and opened at 1:00 p.m., or as soon thereafter as business allows.

TO THE HONORABLE CITY COUNCIL:
The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment transportation, and services for

2025 Dig Outs

in the City of Rocklin, County of Placer, California.

The work is to be done in strict conformity with the Contract Documents, at the following Lump Sum and/or Unit Prices:

Item No.*	Item Description	Detail	Unit	Estimated Quantity	Unit Price	Total Amount
1	Remove and Replace 3" of ½" HMA		-	-		-
	1000+ Sq.Ft		SF	29192	4.80	140,121.60
2	Thermo-Plastic Striping					
2A	Signal Ahead Legend Pavement Markings		EA	3	660	1,980
2B	12" Crosswalk Bar		LF	82	9	738
2C	Lane Line Pattern with Pavement Markers	9	EA	4	450	1,800
2D	Left Edge Line (Yellow)	25	LF	60	5.50	330
2E	Channelizing Line for Turn Lane	38	LF	82	5.50	451
3	Paving Fabric		SF	10,000	1.10	11,000
4	Class II ¾" Base Rock		TON	25	105	2,625
5	Traffic Detector Loops		EA	2	4,400	8,800
	SUBTOTAL	-	-	-		$167,845.60
6	Remove and Replace 2" of 1/2" HMA - 2' Lift 24" Wide and 2" Lift 48" Wide – Total Sq. Ft. 7,770.6		-	-		-
	T-Cut Cross Sections		EA	48	1,599	76,752

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

7	Thermo-Plastic Striping					
7A	Lane Line Pattern with Pavement Markers	9	LF	2,400	3.50	8,400
7B	Lane Drop Markings	37B	LF	460	5.50	2,530
7C	Channelizing Line for Turn Lane	38	LF	305	5.50	1,677.50
7D	12" Stop Bar		LF	45	9	405
7E	Crosswalk		LF	146	31	4,526
7F	Bike Lane Line	39	LF	2,713	4.50	12,208.50
7G	Bike Lane Line Intersection Line	39A	LF	307	3.25	997.75
7H	Bike Lane Legend Pavement Markings		EA	2	550	1,100
7I	Type 3 L Arrows Pavement Markings		EA	2	495	990
7J	Type 4 L Arrows Pavement Markings		EA	2	330	660
7K	Stop Legend Pavement Markings		EA	5	495	2,475
7L	Stop Ahead Legend Pavement Markings		EA	2	990	1,980
7M	Two Direction No Passing Pattern with Pavement Markers	22	LF	300	7.75	2,325
7N	Double Left Edge Line Pattern with Pavement Markers	29	LF	385	13.25	5,101.25
8	Adjust Existing Manholes, Utility Boxes, and Monuments to grade		EA	4	2,125	8,500
	SUBTOTAL	-	-	-		$130,628
					TOTAL	298,473.60

Total Project Bid, shall be (spell out) Two hundred ninety-eight thousand four hundred seventy-three and sixty cents Dollars ($ 298,473.60).

If awarded the Contract, the undersigned shall execute said Contract and furnish the necessary Performance and Payment Bonds and insurance within ten (10) calendar days after the Notice of Award of said Contract and begin work as set forth in the written Notice to Proceed from the City of Rocklin (hereinafter referred to as the "City") to Contractor.

In determining the amount bid by each bidder, the City shall disregard mathematical errors in addition, subtraction, multiplication, and division that appear obvious on the face of the Bid. When such a mathematical error appears on the Bid, the City shall have the right to correct such error and to compute the total amount bid by said bidder on the basis of the corrected figure or figures.

When an item price is required to be set forth in the Bid, and the total for the item set forth separately does not agree with a figure which is derived by multiplying the item price times the Engineer's estimate of the quantity of work to be performed for said item, the item price shall prevail over the sum set forth as the total for the item unless, in the sole discretion of the City,

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

such a procedure would be inconsistent with the policy of the bidding procedure. The total paid for each such item of work shall be based upon the item price and not the total price. Should the Bid contain only a total price for the item and the item price is omitted, the City shall determine the item price by dividing the total price for the item by Engineer's estimate of the estimated quantities of work to be performed as items of work.

If the Bid contains neither the item price nor the total price for the item, then it shall be deemed incomplete and the Bid shall be disregarded.

It is understood that this Bid is based upon completion of the work to within a period of calendar days commencing on the day the Notice to Proceed is issued.

The undersigned represents and warrants that the undersigned has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be done, and the undersigned has reviewed and understands the plans, specifications and other Contract Documents, and the undersigned is satisfied with all conditions for the performance of the work.

The undersigned has checked carefully all of the above figures and understands that the City of Rocklin will not be responsible for any errors or omissions on the part of the undersigned in making up this Bid.

The Contractor shall initial below that it has received the appropriate addenda and has incorporated the addenda into its Bid.

Addenda Received and Acknowledged

No. 1	JW	9/27/24
No. 2	JW	10/3/24
No. 3	JW	10/16/24
No. 4	JW	10/18/24

BID DEPOSIT ENCLOSED IN THE FOLLOWING FORM:

$ _____ not less than ten percent (10%) of amount Bid, plus additive alternates.

- ☐ CERTIFIED CHECK
- ☐ MONEY ORDER
- ☐ CASHIER'S CHECK
- ☑ BID BOND

AGREEMENT

It is understood and agreed that if written notice of the City's acceptance of this Bid is mailed, emailed, or delivered to the undersigned Bidder after the opening of the bid, and within the time set in the Notice to Contractors or at any time thereafter before this Bid is withdrawn, the undersigned Bidder will execute and deliver to the City the Agreement for Construction in accordance with the Bid as accepted, within ten (10) days after receipt of notification of award, and that the Work under the Contract shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in a Notice to Proceed and shall be completed in the time

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

specified in the Contract Documents. In the event the Bidder to whom an award is made fails or refuses to execute the Agreement for Construction within ten (10) days from the date of receiving notification that it is the Bidder to whom the Contract is awarded, the City may declare the Bidder's bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the Agreement for Construction.

The undersigned Bidder agrees that the information and representations provided herein are made under penalty of perjury.

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if Bidder is a partnership, the true name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his/her signature shall be placed below.

SIGNATURE IS ON SEPARATE PAGE TO PERMIT BLIND SELECTION/RANKING OF BIDDERS, IF APPLICABLE

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

NAME OF BIDDER:

Central Valley Engineering & Asphalt, Inc.

Affix Corporate Seal Here

BY: _____
Signature

James Wagner
Type/Print Name

CFO/ Secretary
Title

DATE: 10/22/2024

Valid Contractor's License No.: 773404

Expiration date: 3/31/2026

Public Works Registration No. 1000001249

ATTACHMENT A

BID BOND
City of Rocklin

We, Central Valley Engineering & Asphalt, Inc., as principal, and Everest National Insurance Company, as Surety are held and firmly bound unto the City of Rocklin, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the Bid of the Principal submitted to the Obligee for the Work described below, for the payment of which sum we hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:
WHEREAS, the Principal is submitting a Bid to the Obligee, for
2025 Dig Outs

(Copy here the exact description of work, including location, as it appears on the Bid)

for which Bids are to be opened at Rocklin, CA on October 22nd, 2024
(Insert date of Bid opening)

NOW, THEREFORE, if the Principal is awarded the Contract and after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the Bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time for award of a contract after opening of Bids, alteration, addition, modification, or supplement to the terms of the Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents, shall in any way affect the Surety's obligations under this Bond, and the Surety does hereby waive notice of any such change, extension of time, alteration, addition, modification or supplement to the terms of said Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the court.

Dated: October 17th, 2024

Principal: Central Valley Engineering & Asphalt, Inc.

By: _____

Surety: Everest National Insurance Company
Address: 100 Everest Way, Warren Corporate Center, Warren, NJ 07059
Telephone: 908-604-3000
Attorney in Fact: _____
Cassandra Medina, Attorney-in-Fact

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF BIDDER AND SURETY.

ACKNOWLEDGMENT

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

State of California
County of Placer)

On October 22, 2024 before me, Jamie Gruzas, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

JAMIE GRUZAS
Notary Public - California
Placer County
Commission # 2496937
My Comm. Expires Aug 16, 2028

Signature Jamie Gruzas (Seal)

NEVADA NOTARY ACKNOWLEDGMENT

THE STATE OF NEVADA

COUNTY OF Washoe

This instrument was acknowledged before me on October 17th 2024

(date) by Cassandra Medina, (name of person).

Julie Heimdal

Notary Public Signature

JULIE HEIMDAL
Notary Public
State of Nevada
Appt. No. 23-5258-02
My Appt. Expires Aug. 11, 2027

Print Julie Heimdal

Title Notary Public

(Seal)

everest

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Elizabeth Collodi, John Hopkins, John Weber, Joseph H. Weber, Renee Ramsey, Sara Walliser, Mindy Whitehouse, Jennifer Lakmann, Deanna Quintero, Bill Rapp, Jason March, Matthew Foster, Tony Clark, Samantha Watkins, Phil Watkins, Brad Espinosa, Paula Senna, Pam Sey, Breanna Boatright, Kathleen Le, Sharon Smith, Cassandra Medina

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10th day of October 2023.

Everest Reinsurance Company CORPORATE SEAL 1973 DELAWARE

Everest National Insurance Company CORPORATE SEAL 1985 DELAWARE

Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

On this **22nd of March 2023**, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 17th day of October 2024.

Everest Reinsurance Company CORPORATE SEAL 1973 DELAWARE

Everest National Insurance Company CORPORATE SEAL 1985 DELAWARE

By: Sylvia Semerdjian, Assistant Secretary

ES 00 01 04 16

ATTACHMENT B

SUBCONTRACTOR LISTING FORM

LIST OF SUBCONTRACTORS FOR Central Valley Engineering & Asphalt, Inc. (BIDDER)

PROJECT: 2025 Dig Outs

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contract Code, and as set forth in Instructions to Bidders, and the General Conditions, the above named Contractor hereby designates below the names, contractor license numbers, and locations of the place of business of each Subcontractor. Please check one of the boxes and sign below:

____ We are not using any Subcontractors.

✓ All of our Subcontractors are performing at least 1/2 of 1% of the Work listed below, including for additive Alternates, if any.

WORK TO BE PERFORMED	NAME & BUSINESS ADDRESS OF SUBCONTRACTOR	LICENSE NUMBER	DIR #
Asphalt Grinding	ABSL Construction Hayward, CA	621781	1000002818
Thermoplastic Striping	Sierra Traffic Markings Roseville, CA	755317	1000002783
Paving Fabric & Tack	Pacific Northwest Oil Stockton, CA	705296	1000377635

James Wagner, CFO/ Secretary

Signed

Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.

ATTACHMENT C

NONCOLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF Placer

_____, being first duly sworn, deposes and says that he or she is CFO/ Secretary [Title] of Central Valley Engineering & Asphalt, Inc., the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and 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; that Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price Bid of Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the price Bid, or of that of any other Bidder. All statements contained in the Bid are true. Bidder has not, directly or indirectly, submitted its price Bid 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.

Signed: _____

Title: CFO/ Secretary

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

Subscribed and sworn to before me this

_____ day of _____, 20 __,
by_____
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

See attached acknowledgment

(seal) *Signature*

ACKNOWLEDGMENT

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

State of California
County of Placer)

On October 22, 2024 before me, Jamie Gruzas, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

JAMIE GRUZAS
Notary Public - California
Placer County
Commission # 2496937
My Comm. Expires Aug 16, 2028

Signature Jamie Gruzas (Seal)

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION

Bidder hereby certifies, to the best of its knowledge and belief, except as expressly disclosed on this Certificate, that:

The Bidder and/or any of its Principals:

1. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

2. Have not, within a three-year period preceding this Bid, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 2. above.

4. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

"Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Bidder shall provide immediate written notice to the City if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This Certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the Contract resulting from this solicitation for default.

BIDDER: Central Valley Engineering & Asphalt, Inc. Date 10/22/2024

BY: _____
Signature

James Wagner
Type/Print Name

CFO/ Secretary
Title

EXCEPTIONS TO CERTIFICATION

If Bidder has any exceptions to the Certification set forth above, state the exception and an explanation of the circumstances:

No exceptions taken

BIDDER: Central Valley Engineering & Asphalt, Inc. Date 10/22/2024

BY: _____
Signature

James Wagner
Type/Print Name

CFO/ Secretary
Title

ATTACHMENT E

RESOLUTION OF DISPUTES REGARDING THE BIDDING PROCESS

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of constructing this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the City for this project, the Bidder agrees to comply with and to be bound by this procedure.

1. If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least two (2) working days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

2. Within five (5) calendar days after the opening of Bids, Bidder shall provide a written notice to the City of any and all mistakes regarding the Bid for which a Bidder requests relief. The City shall not consider any requests for relief due to mistake if notice is not received within the time requirements of Public Contract Code section 5100, *et seq.*, Relief of Bidders.

3. No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

4. If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

5. Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

6. Any Bidder complying with the above procedure may bring an action within sixty (60) days from the action of the City Council, in accordance with Sections 860 and 863 of the California Code of Civil Procedure, to determine the validity of the City Council's action on the award of the contract. The City shall be a defendant and shall be served with the summons and complaint in the action in the manner provided by law for the service of a summons in a civil action. In any such action the summons shall be in

the form prescribed in Section 861.1 of the California Code of Civil Procedure except that in addition to being directed to "all persons interested in the matter of [specifying the matter]," it shall also be directed to the City. If the bidder bringing such action fails to complete the publication and such other notice as may be prescribed by the court in accordance with Section 863 of the California Code of Civil Procedure and to file proof thereof in the action within 60 days from the filing of his complaint, the action shall be dismissed on the motion of the City unless good cause for such failure is shown by the bidder.

Central Valley Engineering & Asphalt, Inc.

Contractor

10/22/2024

Date

Signature

ATTACHMENT F

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Corporation or a Limited Liability Corporation)

STATE OF CALIFORNIA
COUNTY OF Placer

I HEREBY CERTIFY that at a meeting of the Board of Directors of the Central Valley Engineering & Asphalt, Inc., a corporation existing under the laws of the State of California, held on July 17, 2024, the following resolution was duly passed and adopted:

> "RESOLVED, that James Wagner, as CFO/ Secretary of the Corporation, be and is hereby authorized to execute the Bid dated October 22, 2024, to the City of Rocklin and this Corporation and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate seal fixed, shall be the official act and deed of this Corporation."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 22nd day of October, 2024.

James Wagner
Secretary

Warren Holt, President
Corporate Officer

(seal)

216 Kenroy Lane Roseville, CA 95678
Corporate Address

CENTRAL VALLEY
ENGINEERING
& ASPHALT, INC.

General Engineering Contractor

CA Lic. No. 773404 • NV Lic. No. 0068786

July 17, 2024

To Whom It May Concern:

This certificate attests to the existence of this corporation, Central Valley Engineering & Asphalt, Inc., which was formed under the laws of the State of California in February 2000.

The officers of this corporation, listed below, have been granted authority by their board of directors to sign contracts and other documents on behalf of the corporation with the intent of legally binding the corporation.

Warren Holt – President & Treasurer
Robert Leppek - Vice President
James Wagner – Secretary and Chief Financial Officer

James Wagner, Secretary

216 Kenroy Lane • Roseville, CA 95678 • Tel. 916-791-1609 • Fax. 916-791-6424

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Partnership)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Partners of the _____ _____, a partnership existing under the laws of the State of California, held on _____, 20___, the following resolution was duly passed and adopted:

> "RESOLVED, that _____, as _____ of the Partnership, be and is hereby authorized to execute the Bid dated _____, 20___, to the City of Rocklin and this Partnership and that his/her execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20___.

_____
Managing Partner

_____
Partnership Address

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Joint Venture)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Principals of the _____ _____, a joint venture existing under the laws of the State of California, held on _____, 20___, the following resolution was duly passed and adopted:

> "RESOLVED, that _____, as _____ of the Joint Venture, be and is hereby authorized to execute the Bid dated _____, 20___, to the City of Rocklin and this Joint Venture and that his/her execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Joint Venture this _____ day of _____, 20___.

_____
Managing Principal

(seal)

_____
Joint Venture Address

ATTACHMENT G

[Projects of One Million Dollars ($1,000,000.00) or More

IRAN CONTRACTING ACT CERTIFICATION

Pursuant to California Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of $1,000,000 or more.

To submit a bid to the City of Rocklin, you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

☑ 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 2. We have received written permission from the SLDMWA to submit a proposal pursuant to PCC 2203(c) or (d). *A copy of the written permission from the SLDMWA is included with our proposal.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Proposer to the clause in paragraph 1. This certification is made under the laws of the State of California.

BIDDER: Central Valley Engineering & Asphalt, Inc. Date 10/22/2024

BY: _____
Signature

James Wagner
Type/Print Name

CFO/ Secretary
Title

Executed in the County of Placer, State of California.

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of November 12, 2024, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and **Central Valley Engineering & Asphalt, Inc.,** a California Corporation (hereinafter called "Contractor").

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.

B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

C. The Contract Documents shall include the Notice to Contractors, Addenda, Bid Form, Agreement, Plans, General Provisions, Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, all required bonds, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

D. The General Provisions shall mean and refer to the current General Provisions of the City of Rocklin, which are incorporated herein by this reference as if set forth herein.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Provisions shall have the same meaning and intent in this Agreement.

III. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work required for the Contract for the Project entitled: **2025 Dig Outs**

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, Two Hundred Ninety-Eight Thousand, Four Hundred Seventy-Three Dollars, and Sixty Cents **($298,473.60)** as the stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

VI. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the General Provisions.

IIIII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from City. If, on completion or termination of the Contract, sums due contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or his sureties.

IVIII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within the time period provided for in the Contract Documents, commencing on the date of issuance of the Notice to Proceed.

B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Provisions.

X. NO WAIVER OF REMEDIES

A. Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.

B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

A. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.

B. Damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.

C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

A. The amount of the liquidated damages to be paid by Contractor to City for failure to

complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be Five Hundred Dollars **($500.00)** for each **Calendar day**, continuing to the time at which the Work is completed.

B. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

VIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

A. In addition to any rights it may have, City may terminate this Contract or the Contractor's right to proceed at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.

B. Upon such termination Contractor any compensation shall be in accordance with Section 5.23 of the General Provisions, and it shall be liable to City for liquidated damages for all periods of time beyond such termination date until the Work is completed.

XIV. CONTRACTOR BANKRUPT

A. If Contractor should commence any proceeding under the Bankruptcy Act, or if contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Article 5 of the General Provisions.

B. City shall have the right to complete, or cause completion of the work, all as specified in the General Provisions of the General Provisions.

XV.PERFORMANCE AND PAYMENT BONDS

A. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.

   1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
   2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract.

B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

C. Bonds shall only be accepted from an *"Admitted surety insurer"*, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds***:

   - The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.

B. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent

according to a separate Security Agreement.

C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

XVII. LABOR CODE COMPLIANCE

A. City affirmatively identifies this project as a "public work" as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.

B. Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XVIII. UNFAIR COMPETITION

A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

> "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

XIX. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of City first obtained.

XX. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the City and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

/////SIGNATURE PAGE FOLLOWS/////

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:

(California Corporations: must be signed by company's CEO, President, or Vice President *as well as* the Secretary or CFO.)

Date	Tax I.D. Number
Signature	Signature
Print Name	Print Name
Title	Title

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager

APPROVED AS TO FORM:

Matthew McOmber, City Attorney

ATTEST:

Avinta Singh, City Clerk

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

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

NOTARY TO ATTACH CURRENT ACKNOWLEDGMENT

ATTACHMENT I

PERFORMANCE BOND
(To be Submitted with Construction Agreement)

BOND NO.:_____

PREMIUM:_____

City of Rocklin

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to _____, hereinafter designated as the "Principal" a contract for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee, or longer guarantee if required in the Contract Documents, of all materials and workmanship; and shall indemnify and save harmless the CITY, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a 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 enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the CITY's rights or Principal's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by the CITY to be, in default under the Contract Documents, Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at Surety's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, Surety and the CITY, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

(3) Permit the CITY to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the CITY under the Contract and any modification thereto, less any amount previously paid by the CITY to Principal and any other set offs pursuant to the Contract Documents.

If Surety does not proceed as provided in Paragraphs 1-3 with reasonable promptness, Surety shall be deemed to be in default on this Bond seven (7) days after receipt of additional written notice from the CITY to Surety demanding that the Surety perform its obligations under this Bond, and the CITY shall be entitled to enforce any remedy available to it.

Surety expressly agrees that the CITY may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by Principal. Surety shall not utilize Principal in completing the Project nor shall Surety accept a bid from Principal for completion of the Project if the CITY, when declaring Principal in default, notifies Surety of the CITY's objection to Principal's further participation in the completion of the Project.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed there under shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal:_____

By:_____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

ATTACHMENT J

PAYMENT BOND
(To be Submitted with Construction Agreement)

BOND NO.:_____

PREMIUM:_____

City of Rocklin

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WHEREAS, the CITY OF ROCKLIN (hereinafter referred to as "CITY") has awarded to _____, (hereinafter designated as "Principal") an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by Principal is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as the "Contract"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract providing that if Principal or any of its subcontractors shall fail to pay for any materials, provisions, or other supplies, or terms used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor done thereon of any kind the Surety on this bond will pay the same together with a reasonable attorney's fee in case suit is brought on the bond.

NOW, THEREFORE, we, the undersigned Principal and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the CITY in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, or other supplies or machinery used in, upon, for or about the performance of the Work contracted to be done, or for work or labor thereon of any kind, or fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, and all other applicable laws of the State of California and rules and regulations of its agencies, then said Surety will pay the same in or to an amount not exceeding the sum specified herein. In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to make claims under Section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___, then names and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal:_____

By:_____

Surety: _____

Address: _____

Telephone: _____

Attorney in Fact: _____

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal. This bond must be accompanied by a current Power of Attorney Appointing the Attorney-in-Fact)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF PRINCIPAL AND SURETY.

ATTACHMENT K

WORKERS' COMPENSATION INSURANCE CERTIFICATION
(To be Submitted with Construction Agreement)

TO THE CITY OF ROCKLIN:

The undersigned does hereby certify that he is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Workmen's compensation or to undertake self-insurance in accordance with the provisions of said Code, and that he will comply with such provisions before commencing the performance of work on this Contract.

Name of Contractor

By:_____

Title:_____

Address:_____

Date:_____

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual. If the Contractor is: (example)

1. An individual using a firm name, sign "John Doe, an individual doing business as "Blank Company."
2. An individual doing business under his own name, sign: your name only.
3. A co-partnership, sign" "John Doe, and Richard Doe, co-partners doing business as Blank Company, by John Doe, Co-Partner."
4. A corporation or limited liability company, sign: "Blank Company, by John Doe, Secretary." (or other title)
5. A joint venture, sign: "Blank Joint Venture, by John Doe, Managing Principal."

ATTACHMENT L

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____ _____whose address is _____, hereinafter called Owner, _____ whose address is _____, hereinafter called Contractor, and _____ _____ whose address is _____, _____, hereinafter called Escrow Agent.

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for (in the amount of) _____dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the escrow agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

2. The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization

from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:	On behalf of Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Address	Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner:	Contractor:
Title	Title
Name	Name
Signature	Signature

ATTACHMENT M

GUARANTEE FORM

**{Print on Contractor/Subcontractor Letterhead
And Submit at Close-Out}**

_____ {Contractor's Name} hereby unconditionally guarantees that the Work performed at _____ [insert Project] has been done in accordance with the requirements of the Contract therefor 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 and after City acceptance of the Work, in accordance with the General Provisions, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or 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 materials within the guarantee period specified, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the City to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The City shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the City, or its property or licensees, the City may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the City's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the City's rights on such contract.

CONTRACTOR'S SIGNATURE_____

PRINT NAME_____

CITY OF ROCKLIN
GENERAL PROVISIONS

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CHAPTER 1 – TERMS AND DEFINITIONS

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CHAPTER 1 TERMS AND DEFINITIONS

1-1 GENERAL

The Contract Documents are written to the Bidder before award and the Contractor after award. Before award, interpret sentences written in the imperative mode as starting with "The Bidder must" and interpret "you" as "the Bidder" and "your" as ""the Bidder's." After award, interpret sentences written in the imperative mode as starting with "The Contractor must" and "you as "the Contractor" and "your" as "the Contractor's".

Where a location is not specified with the words "shown," "specified," or "described", interpret:

1. "Shown" as "shown on the plans."
2. "Specified" as "specified in the Specifications."
3. "Described" as "described in the Contract Documents." "Described" means "shown, specified or both."

Whenever the following terms, titles, or abbreviations are used in the Contract Documents, the intent and meaning shall be as herein defined. Working titles having a masculine gender, such as "workman" and "journeyman" and the pronoun "he", are utilized in the Contract Documents for the sake of brevity, and are intended to refer to persons of either gender.

1-2 ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials
AC	Asphalt Concrete
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
APA	American Plywood Association
ARB	California Air Resources Board
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AT&T	American Telephone and Telegraph
AWG	American Wire Gage
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practice
California-MUTCD	California Manual of Uniform Traffic Control Devices
Cal-OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act of 1970
CL	Centerline
CPM	Critical Path Method
CSI	Construction Specifications Institute
CWA	Clean Water Act

CY	Cubic Yards
DI	Drop Inlet
DIR	California Department of Industrial Relations
DLSE	Division of Labor Standards Enforcement
DWR	Daily Work Report
EA	Each
EP	Edge of Pavement
ESCP	Erosion and Sediment Control Plan
FS	Federal Specifications
LF	Linear Feet
LS	Lump Sum
MSDS	Material Safety Data Sheet
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
OSHA	Occupational Safety and Health Act
OPRL	DIR, Director's Office of Policy, Research and Legislation
PCC	Portland Cement Concrete
PG&E	Pacific Gas & Electric
PS	Pump Station
QC	Quality Control
QSD	Qualified SWPPP Developer
QSP	Qualified SWPPP Practitioner
SD	Storm Drain or Storm Drainage
SF	Square Foot/Feet
SS	Sanitary Sewer
STA	Station
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCP	Traffic Control Plan
Title 8	Title 8 (Construction Safety Orders) of the California Code of Regulations
Title 19	Title 19 (Public Safety) of the California Code of Regulations
Title 24	Title 24 (Building Standards) of the California Code of Regulations
TOC	Top of Curb
Typ. or TYP	Typical
UL	Underwriters' Laboratories, Inc.
UBC	Uniform Building Code (latest edition)
UMC	Uniform Mechanical Code (latest edition)
UPC	Uniform Plumbing Code (latest edition)
USA	Underground Service Alert

1-3 DEFINITIONS

Acceptance, Final Acceptance – Formal action of the City of Rocklin in determining that the Contractor's work has been completed in accordance with the Contract Documents and in notifying the Contractor in writing of the acceptability of the Work.

Acts of God – "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, tidal waves, flooding, tornadoes and hurricanes.

Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding requirements or the proposed Contract Documents.

Agreement – The written agreement signed by the City and the Contractor covering the Work and the furnishing of labor, materials, tools, equipment, supplies, transportation, supervision, resources, and everything necessary to complete the Work.

Allowance – An amount of money set aside under the Contract for a special purpose identified in the Contract.

Architect, Consulting Engineer and/or Construction Manager – A person or persons, firm, partnership, joint venture, corporation, or combination thereof or authorized representative thereof, acting in the capacity of consultant to the City. The Architect or Consulting Engineer or Construction Manager shall issue directions to the Contractor only through the City. When the Contract Documents require that approval be obtained from the Architect or Consulting Engineer or Construction Manager, such approval shall be requested from and be given by the City.

As Shown, Etc. – Where "as shown", "as latest indicated", "as detailed", or words of similar import are used, the reference is to the Contract unless specifically stated otherwise. Where "as directed", "as permitted", "approved", or words of similar import are used, they shall mean the written direction, permission, or approval of the City.

Bid – When submitted on the prescribed bid form, properly signed and guaranteed, the Bid constitutes the offer of the Bidder to complete the Work at the price shown on the Bidder's bid form.

Bidder – Any person, persons, firm, partnership, joint venture, corporation, limited liability company or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Bid Documents – The sum of the documents that comprise the Bid by a Bidder to perform the Work.

Bid Form – The approved form, which includes a sum of required documents, upon which the City requires a formal Bid be prepared and submitted for the Work. See **BID FORM.**

Bid Guarantee – The cash, cashier's check, certified check, or Bidder's bond accompanying the Bid submitted by the Bidder as a guaranty that the Bidder will enter into a Contract with the City for the performance of the Work if the Contract is awarded to the Bidder.

Bid Item – Individual line items to be included in the Bid, as set forth on the Bid Form.

Bid Opening – The event conducted by the City during which the sealed Bids submitted by Bidders to perform the Work are opened and publicly read.

Calendar Day – Every day shown on the calendar. When the Contract Time is stated in Calendar Days, every day will be charged toward the Contract Time.

Change Order – A Contract amendment approved by the City that includes, but is not limited to, alterations, deviations, additions to, or deletions from, the Contract which are required for the proper completion of the Work. A Change Order may or may not include adjustments to the Contract Time and/or to the Total Contract Price.

City – Shall mean the City of Rocklin, acting through its authorized representatives.

City Council – The City Council of the City of Rocklin, a political subdivision of the State of California. Also referred to as "Council".

City of Rocklin Construction Standard Specifications – the City's standard specifications for construction, located on the City's website.

City of Rocklin Improvement Standards– the City's standard requirement for improvement projects, located on the City's website.

Completion – The point in the Project at which the Work is 100% performed.

Construction Change Directive (CCD) – A written order to the Contractor, issued after execution of the Contract, signed by the City or the Owner's Representative directing a change in the Work and stating a proposed basis for adjustment, if any, in the Total Contract Price or Contract Time, or both, and which shall be used in the absence of total agreement with the Contractor on the terms of a Change Order or when time does not permit processing of a Change Order prior to implementation of the change.

Contract – The entire binding agreement and contract between the City and Contractor relating to the Project, including the Agreement, and all documents incorporated into the Agreement by reference, and all Contract Documents.

Contract Documents – The Notice to Contractors, Addenda, Bid Form, Agreement, Plans, General Provisions, Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, all required bonds, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

Contract Commencement Date – The date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the executed Agreement for Construction or such other date as may be established therein.

Contract Completion Date – The date by which the Contract requires Completion.

Contract Schedule – The schedule produced by the Contractor in response to the requirements of the Contract Documents.

Contract Time – The time stated in the Contract for completion of the Work. The Contract Time may be a single allotment of time, a group of times specific to portions of the Work, or a combination of the two.

Contractor – The person or persons, firm, partnership, joint venture, corporation, or combination thereof, private or municipal, who (that) has (have) entered into a Contract, as defined in the Contract Documents, with the City.

Day – Any reference to "day" or "days" without expressly stating whether they are "working days" or "calendar days" shall be construed to mean calendar days.

Director – The person appointed by the City Manager for the City of Rocklin for the department through which the Project will be procured.

Drawings – Also referred to as "Plans". The Project Plans, Standard Drawings, drawings, profiles, typical cross sections, general cross sections, Working Drawings and supplemental drawings, plates or reproductions thereof, approved by the City, which show the locations, character, dimensions and details of the Work to be performed. Once approved, all such drawings are incorporated into and become a part of the Contract Documents whether or not reproduced in the Special Provisions.

In the above definition, the following terms are defined as follows:

A. Project Plans: The project plans and specific details and dimensions particular to the Work and as supplemented by the Standard Drawings insofar as the same may apply.

Engineer – The City Engineer of the City of Rocklin for which work will be done under these Contract Documents, acting personally or through agents or assistants duly authorized by the Engineer.

Estimated Quantities – The list of items of Work and the estimated quantities associated with the Work. The Estimated Quantities provide the basis for the Bid.

Field Directive – Written documentation of the actions of the City in directing the Contractor. Also referred to as a "Directive."

General Provisions – Specific clauses that are part of the Contract and are located in Chapters 1-11. They assist in the governing of the Contract and in the contract performance, setting forth conditions and requirements of the Contractor and the City.

General Requirements – The part of the Contract Documents establishing special conditions or requirements particular to the Work and general clauses that establish how the Project is to be administered and supplementary to the General Provisions and Special Provisions.

Hazardous Waste – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Inspector – The person or persons authorized to act as agent(s) for the City in the inspection of the Work.

Invitation for Bids – The written notice whereby interested parties are informed of the date, location, and time of the Bid Opening of a proposed City Project and the terms and conditions of submitting Bids to perform the Work. Also called Notice to Contractors.

Legal Holidays – Legal holidays shall include the following holidays designated by the City: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Notice to Contractors – Same as Invitation for Bids.

Notice To Proceed – The written authorization by the City to the Contractor specifying the date the Work may begin and any conditions regarding the beginning of the Work.

Plans – See "Drawings."

Progress Schedule – A schedule prepared and maintained by the Contractor indicating the current status of the Work and the projected activities, tasks and durations planned to complete the Work in accordance with the Contract Time of Completion dates.

Owner's Representative – The City's designated agent engaged to perform all functions delegated to the Owner's Representative by the Contract Documents. The Owner's Representative may or may not be the Project Manager or a construction manager. The Owner's Representative will be the Contractor's primary contact during construction of the Project.

Project – Shall mean the Work.

Project Manager – The City's employee assigned to oversee the Project on a daily basis.

Proposed Change Order (PCO) – A document issued by the Contractor proposing a change to the Work and stating a proposed basis for adjustment, if any, in the Total Contract Price Contract Time, or both. A PCO shall be used by the Contractor to respond to a Request for Proposal. A PCO is not effective to authorize the proposed change to the Work, to the Total Contract Price or to the Contract Time unless it is accepted in writing by the City.

Record Drawings – Drawings prepared by the Contractor that document changes to, additions to, or deductions from the Plans, and which represent the Work as constructed, including, but not limited to, existing utilities found during construction of the Work.

Reference to Codes – Unless otherwise noted, all references to statutes are to the laws of the State of California and/or of the United States as codified in the various specified codes.

Request for Information (RFI) – A document issued by the Contractor seeking clarification and/or additional information regarding an aspect of the Work. An RFI is not to be used to request materials/equipment substitutions or value engineering/cost reduction incentive proposals. The response to the RFI does not constitute authorization or direction to proceed

with any changed or additional work. Changed or additional work must be separately authorized by the City.

Request for Proposal (RFP) – A document issued by the Owner's Representative requesting pricing information and/or a proposed adjustment in Contract Time for a described scope of work. An RFP is not a Change Order, a CCD or a direction to proceed with the scope of work described in the RFP. The Contractor's response to the RFP shall be in the form of a Proposed Change Order.

Schedule of Submittals – A schedule prepared and maintained by the Contractor of required submittals and the time requirements to support scheduled performance of related construction activities.

Schedule of Values – A statement furnished by the Contractor to the City reflecting the portions of the Total Contract Price allotted for the various parts of the Work for each work activity contained on the Contract Schedule. Unless otherwise indicated in the Specifications, the total of the Schedule of Values shall equal the full cost of the Work, including all labor, material, equipment, overhead, and profit. For lump sum contracts, the Schedule of Values is the basis for reviewing the Contractor's application for progress payments.

Special Provisions – The Special Provisions are specific clauses setting forth conditions or requirements particular to the Work.

Specifications – The directions, provisions, and requirements contained herein. When the term "Specifications" or "these Specifications" is used, it means the provisions as set forth herein, together with any amendments or revisions that may be set forth in the Special Provisions. The Specifications are comprised of "General Provisions", Special Provisions", "General Requirements" and "Technical Specifications".

Standard Drawings – The City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, which are incorporated into the Standard Construction Specifications, and made a part of the Plans by reference to one or more specific Standard Drawings.

State – The State of California.

State Specifications – Unless otherwise stated in the Special Provisions, the version of the Standard Specifications of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

State Plans – Unless otherwise stated in the Special Provisions, the version of the Standard Plans of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

Subcontractor – A properly licensed party under contract to and responsible to the Contractor for performing a specified part of the Work; or a properly licensed party under contract and responsible to a Subcontractor of the Contractor.

Substantial Completion – The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents

so City can occupy or utilize the Work for its intended use, and only minor corrective Work remains to be performed, all required approvals, certificates of occupancy and other sign-off from any other public agencies with jurisdiction have been obtained, (provided such approvals are not delayed as a result of causes unrelated to Contractor's or its Subcontractors', sub-subcontractors', or suppliers' performance or failure to perform the Work or to satisfy its obligations under the Contract Documents) and Contractor has cleaned up and removed all equipment, tools and other materials from the Work area. Contractor shall secure and deliver to City written warranties and guaranties from its Subcontractors, sub-subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by City and stating the period of warranty as required by the Contract Documents.

Supplemental Drawing – Supplemental Drawings define the Plans or Specifications in greater detail by providing additional information that may have not been specifically or clearly shown or called out on the Plans or in the Specifications.

Technical Specifications – The provisions of the Specifications that describe the technical aspects of the Work, including all technical references contained therein.

Total Bid Price – The aggregate sum of the Bid, including all additive items.

Total Contract Price – The total price for the Work as bid by the Contractor, including any additions or subtractions made via Change Orders.

Work – All obligations and/or actions which the Contractor is contractually required to fulfill and/or perform as specified, indicated, shown, contemplated, or implied in the Contract, including but not limited to (1) all alterations, amendments, or extensions made by Change Order or other written directives or directives of the City; (2) furnishing of all materials, supplies, equipment, tools, labor, transportation, supervision, and all incidentals necessary to perform all tasks required by the Contract; (3) all tasks, duties and obligations required by the Contract; and (4) closing documents for the Project such as complete Record Drawings and submission of all manuals.

Working Day – Any day except: (a) Saturdays, Sundays, and City Legal Holidays; (b) days on which the Contractor is specifically required by the Special Provisions or by law to suspend construction operations; or (c) days on which the Contractor is prevented from proceeding with the current controlling operation or operations of the Work for at least five (5) hours per day due to inclement weather, or conditions resulting immediately therefrom.

Working Drawing – Working Drawings detail a particular item of work and the manner in which it is to be accomplished or performed. Working Drawings are prepared by the Contractor as a submittal or a portion of a submittal and may be specifically requested by the City or required in the Contract or a Field Directive or other written directive.

CHAPTER 2 - BID REQUIREMENTS AND CONDITIONS

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CHAPTER 2 BID REQUIREMENTS AND CONDITIONS

2-1 BID FORM

The City will furnish to each prospective Bidder a Bid Form as part of the Contract Documents which, when properly completed and executed, must be submitted as the Bidder's Bid for the Work. All Bids must be submitted on the City-furnished Bid Form to be valid and accepted. Bids that are not submitted on the City-furnished Bid Form will be rejected. The completed Bid Form shall be in English and legible, and shall be properly signed in longhand by the Bidder, if an individual, by a member of a partnership, by an officer of a corporation authorized to sign contracts on behalf of the corporation, or by an agent of the Bidder. If submitted by a corporation or limited liability company, the Bid shall show the name of the state under the laws of which the corporation or limited liability company is chartered or organized.

The Bid shall be made on the Bid Form in clearly legible figures as follows:

2-1.01 Unit Price Bid

Where the Bid for an item of Work is to be submitted on a unit price basis, the Bidder shall bid a unit price as total compensation for completion of one unit of the work described under that item. This price shall be multiplied by the Estimated Quantity included in the Bid Form to derive a total bid price for that item. The total amount bid for a unit price contract shall be entered on the space provided on the Bid Form as a grand total of all individual items. The Estimated Quantities included on the Bid Form are approximate and are only included in the Bid Form as a basis for comparison of Bids. The City does not, expressly or by implication, represent or agree that the actual amount of work will equal the approximate Estimated Quantities. Payment will be made for the actual quantity of Work performed in accordance with the Contract. The City reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable in the sole discretion of the City. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9- 8.02, "Payment for Changes – Unit Prices", of these Specifications.

2-1.02 Lump Sum Bid

Where the Bid for an item of Work is to be submitted on a "Lump Sum" or "Job" basis, a single lump-sum price shall be submitted in the appropriate place on the Bid Form. Items bid on a lump-sum basis shall result in a complete structure, operating plant, or system, in satisfactory working condition with respect to the functional purposes of the installation, as described in the Contract, and no extra compensation will be paid for anything omitted but fairly implied.

2-1.03 Allowances

Where specific allowance items have been entered on the bid form by the City, the total amount entered on the bid form shall be included in the Total Bid Price. However, the total amount to be paid for the Work included in the Allowance shall be the amount of the Allowance actually utilized in the course of completing the Work.

2-2 PREPARATION AND SUBMISSION OF BIDS

The Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Each Bidder and listed Subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and ineligible for award. An unregistered Subcontractor will not be permitted to work on the Project and Contractor may be required to substitute, at its cost and with no adjustment in the Total Contract Price, an unregistered Subcontractor with a registered Subcontractor.

By submission of a Bid, the Bidder acknowledges acceptance of the nature and location of the Work, the general and local conditions, conditions of the site, the character, quality and scope of work to be performed, the availability of labor, electric power, water, the kind of surface and subsurface materials on the site, the materials and equipment to be furnished, and all requirements of the Contract or other matters which may affect the Work or the cost. Any failure of a Bidder to become acquainted with all of the available information concerning conditions will not relieve the Bidder from the responsibility for estimating properly the difficulties or cost of the Work.

The Bidder declares by the submission of a Bid that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or a sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and 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; that the Bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or the Bid price of any other Bidder, or to fix any overhead, profit, or cost element of such Bid price or of that of any other Bidder, or to secure any advantage against the City, anyone interested in the Bid as principal, or those named within the Bid; that all statements contained in the Bid are true; that the Bidder has not directly or indirectly submitted a Bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, to any other corporation, partnership, company, association, organization, bid depository, or to any member or agent therefore, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such a purpose.

Any person executing the above 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 has full power to execute the declaration on behalf of the Bidder.

Bid prices shall include everything necessary for the completion of the Work and fulfillment of the Contract, except as may be provided otherwise in the Contract Documents. Bid prices shall include all Federal, State, and local taxes, and all other fees and costs not expressly paid for by the City as stated in the Special Provisions.

The Bid shall be submitted in a sealed envelope as directed in the Notice to Contractors. The Bidder shall plainly mark the exterior of the envelope in which the Bid is submitted to indicate that it contains a Bid for the project for which the Bid is submitted, and the date of the Bid opening therefore.

Bids submitted in envelopes that are not properly marked will be rejected.

2-3 EXAMINATIONS OF PLANS, SPECIFICATIONS, AND SITE OF WORK

The Bidder shall examine carefully the site of the proposed Work and the Plans, Specifications and Contract Documents, and shall be satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered. The submission of a Bid shall be conclusive evidence that the Bidder is satisfied through the Bidder's own investigation as to the conditions to be encountered; the character, quality, quantity and scope of work to be performed; and the materials and equipment to be furnished.

If material discrepancies or apparent material errors are found in the Plans and Specifications prior to the date of bid opening, an Addendum may be issued (see Section 2-9, "Addenda", below). Otherwise, in figuring the Work, Bidders shall consider that any discrepancies or conflict between Plans and Specifications will be governed by Section 4-1, "Intent of Contract Documents".

2-4 SUBSURFACE CONDITIONS

Where investigations of subsurface conditions have been made by the City with respect to subsurface conditions, utilities, foundation, or other structural designs, and that information is shown in the Plans, it represents only a statement by the City as to the character of materials which have actually been encountered by the City's investigation. This information is only included for the convenience of Bidders.

Investigations of subsurface conditions are made for the purpose of design only. The City assumes no responsibility with respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or of the interpretation thereof. There is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is included in the Plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract. The log of test borings represents only an opinion of the City as to the character of the materials to be encountered, and is included in the Plans only for the convenience of the Bidders. Making information available to Bidders is not to be construed in any way as a waiver of the provisions of the first paragraph of this Section, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered.

2-5 CONTRACTORS/SUBCONTRACTORS REQUIRED TO BE LICENSED AND REGISTERED

The Bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of work contemplated in the Project, and shall be skilled and regularly engaged in the general class or type of work called for under the Contract. The specific type of license required will be indicated in the "Notice to Contractors". Unless specified otherwise in the Special Provisions, the Bidder shall indicate the license number and class in the space provided for that purpose on the bid form.

All Subcontractors engaged to perform portions of the Work shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of

work for which they are subcontracted, and shall be skilled and regularly engaged in the genera l class or type of work called for under their subcontracts. Additionally, Subcontractors listed in the Bid shall be licensed at the time the Bid is submitted to do the type of work for which they are subcontracted.

Attention is also directed to the provisions of Public Contract Code Section 20103.5, which addresses Contractor licensing requirements. The City may not award the Contract if it cannot be verified that the low Bidder is an appropriately licensed Contractor at the time of Contract award.

The Contractor, and all Subcontractors, shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any public work contract that is subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and shall maintain current registration throughout the term of this Contract.

2-6 COMPETENCY OF BIDDERS

It is the intention of the City to award a Contract only to a Bidder who furnishes satisfactory evidence that the Bidder has the requisite experience and ability, and has sufficient capital, facilities, and plant to enable the Contractor to prosecute the Work successfully and promptly, and to complete the Work within the time stated in the Contract.

If required by the Bid Form, a statement of experience and business standing for the Bidder and any or all Subcontractors designated in the Bid shall be provided to the City at Bid time. To determine the experience of a Bidder, the City may consider any relevant evidence that the Bidder, and/or its key personnel assigned to the Project for the duration of the Project, and/or the Subcontractor(s) has or has not satisfactorily performed on other contracts of similar nature, value, magnitude and/or difficulty.

2-7 JOINT VENTURE BIDS

If two or more prospective Bidders desire to bid jointly as a joint venture on a single project, the joint venture Bid must be accompanied by either a notarized copy of a valid license issued to the joint venture by the Contractor's State License Board or the license number and class of a valid licensed issued by the Contractor's State License Board to each member of the joint venture.

Attention is also directed to the provisions of Business and Professions Code Sections 7028.15 and 7029.1 and Public Contract Code Section 20103.5, which address Contractor licensing requirements for joint ventures. Unless it has done so with its Bid, the joint venture must provide to the City, prior to award of the Contract, a notarized copy of a valid license issued to the joint venture. The City may not award the Contract if it cannot be verified that the joint venture is appropriately licensed at the time of Contract award.

2-8 SUBCONTRACTORS

In accordance with the Subletting and Subcontracting Fair Practices Act, of the Public Contract Code, Section 4100 et seq., each Bidder shall list in the bid form:

- The name, California contractor license number, and the location of the place of business of each Subcontractor whom the Bidder proposes to perform work or labor or render service to the prime Contractor in or about the construction of the Work, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, is proposed by the Bidder to specially fabricate and install a portion of the Work according to detailed drawings contained in the Contract, in an amount in excess of one-half of one percent (0.5%) of the Total Bid or, in the case of a Bid for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Bidder's Total Bid or ten thousand dollars ($10,000), whichever is greater. In the case of a Bid including additive Alternates, the bid amount for determining whether a Subcontractor is required to be listed shall be the base bid amount, and the Bidder shall list all Subcontractors subject to this requirement even if the Subcontractor only meets the threshold amount based on work included in one or more Alternates.

- The portion of the Work [type of work] that will be done by each Subcontractor. The Bidder shall list only one Subcontractor for each portion as is defined by the Bidder in the Bid.

- DIR Registration number or other proof of registration.

If a Bidder fails to specify a Subcontractor for any portion of the Work to be performed under the Contract (or specifies more than one Subcontractor for the same work), the Bidder agrees that the Bidder is fully qualified and shall perform that portion of the Work.

Within 24 hours following the bid opening date and time, a Bidder may further define its description of the "portion" of work to be performed by a listed Subcontractor, including for example by specifying Bid Items to be performed by a listed Subcontractor, but the Bidder shall not vary the portion of work to be provided to the listed Subcontractor. Bidders who list a Subcontractor for less than all of a type of work as described in the Subcontractor listing in the Bid must provide an additional, unique description of the work to be performed by the listed Subcontractor within 24 hours following the Bid Opening date and time or the Subcontractor will be deemed to have been listed to perform all work falling within the description of work.

No Subcontractor listed in the Bid as furnishing and installing carpeting shall sublet any portion of the labor to be performed unless the Subcontractor specified its Subcontractor in its bid to the Bidder.

If after the award of the Contract, the Contractor subcontracts any portion of the Work, except as provided in Section 4107 or 4109 of the Act, the Contractor shall be subject to the penalties specified in Section 4111 of the Act.

Pursuant to Public Contract Code Section 6109, a Contractor may not perform work with a Subcontractor who is ineligible to perform work on public works projects pursuant to Labor Code Section 1777.1.

The Contractor shall include provisions in every subcontract and/or purchase order that the Contract between the Contractor and the City is part of the subcontract or purchase order, and that all terms and provisions of the Contract are incorporated in the subcontract or purchase

order. Copies of all subcontracts and purchase orders shall be available to the City upon written request.

2-9 ADDENDA

The correction of any material discrepancies in, or material additions to/omissions from, the Plans, Specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an Addendum issued by the City. A copy of each Addendum issued by the City will be posted on the City's website and notice will be provided to each plan holder listed on the City plan holder list and is a part of the Contract. Any interpretation or explanation not included in the addenda will not be considered binding.

2-10 ASSIGNMENT OF ANTITRUST ACTIONS

The Bidder is required to comply with Public Contract Code Section 7103.5(b), which addresses assignment of antitrust actions.

2-11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As stipulated in the Certification Regarding Debarment, Suspension, Proposed Debarment or Suspension to be submitted a Bid time, the Bidder certifies, to the best of its knowledge and belief, except as expressly disclosed the referenced Certificate, that:

1. The Bidder and/or any of its Principals:

    a. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

    b. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property.

    c. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 1b. above.

    d. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

2. "Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager;

head of a subsidiary, division, or business segment, and similar positions).

3. The Bidder shall provide immediate written notice to the City if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. A certification that any of the items in Paragraph 2-11-1 of this provision exists will not necessarily result in withholding of an award. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the City may render the Bidder non-responsible or nonresponsive.

5. A Bidder must disclose those exceptions within the scope of the certification which are known to it, or which could be determined from a reasonable inquiry. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the required certification. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The above-described certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the contract resulting from this solicitation for default.

If the Bidder has any exceptions to the certification set forth above, the exception and an explanation of the circumstances must be attached to the Bid.

2-12 BID GUARANTEE

The Bid shall be accompanied by a Bid Guarantee in the form of cash, a certified check, a cashier's check, or a bidder's bond issued in favor of the City and provided by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The Bid Guarantee shall be not less than ten percent (10%) of the Total Bid Price. No Bid will be considered unless accompanied by a Bid Guarantee. The City is authorized to forfeit such Bid Guarantee as necessary to reimburse for costs incurred for failure of the successful Bidder to enter into a contract. The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The City is not precluded by a Bid Guarantee from recovering from the defaulting Bidder damages in excess of the amount of said Bid Guarantee incurred as a result of the failure of the successful Bidder to enter into a contract with the City for the Work.

2-13 WITHDRAWAL OF BID

A Bid may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the submission of Bids by a written request of the Bidder filed with the City at the location where the Bid was submitted. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid within the time prescribed.

2-14 PUBLIC OPENING OF BIDS

Bids will be opened and read publicly at the time and place indicated in the Notice to Contractors or in a subsequent Addendum. Bidders or their authorized representatives and other interested parties are invited to be present.

2-15 REJECTION OF BIDS

The City reserves the right to reject any or all Bids. The City reserves the right to waive irregularities in a Bid and to make an award in the best interest of the City. Bids containing omissions, erasures, alterations, conditions, or additions not called for may be rejected.

2-16 DISQUALIFICATION OF BIDDERS.

More than one Bid from any individual, firm, partnership, corporation, limited liability company association, or joint venture under the same or different names, will not be considered. Reasonable ground for believing that any Bidder is interested in more than one Bid for the Work will cause rejection of all Bids in which such Bidder is interested. This prohibition shall not prevent any proposed Subcontractor from being listed in more than one Bid. This prohibition shall not prevent Bids by Bidders with partial ownership in common unless the two Bidders have identified the same individual as their responsible managing employee, member, manager or officer. If there is reason to believe that collusion exists among Bidders, none of the participants of such collusion will be considered.

Any Bid in which the prices obviously are unbalanced may be rejected.

2-17 RELIEF OF BIDDERS

Attention is directed to Public Contract Code Sections 5100 through 5107, concerning relief of Bidders and in particular to the requirement therein that if the Bidder claims a material mistake was made in its Bid, the Bidder shall give the City written notice within five (5) days after the opening of the Bids (excluding Saturdays, Sundays, or Legal Holidays) of the alleged mistake, explaining in the notice in detail how the mistake occurred.

2-18 BID PROTESTS

If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least two (2) working days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

As set forth in the "Resolution of Disputes Regarding the Bidding Process," any Bidder may file a protest against the award of the Contract to any other Bidder. In submitting a bid to the City, the Bidder agrees to comply with and to be bound by that procedure, as summarized below.

No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

CHAPTER 3 - AWARD AND EXECUTION OF CONTRACT

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CHAPTER 3 AWARD AND EXECUTION OF CONTRACT

3-1 AWARD OF CONTRACT

The award of the Contract, if the Contract is to be awarded, will be to the lowest responsive, responsible Bidder. In addition to price in determining the lowest responsive, responsible Bidder, consideration will be given to:

- The ability, capacity and skill of the Bidder to perform the Work;
- The ability of the Bidder to perform the Work within the time specified, without delay;
- The ability of the Bidder to perform the Work in a safe manner;
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder; and,
- The quality of the Bidder's performance on previous work with the City.

Unless otherwise specified in the Special Provisions, if an alternate or alternates are identified by the City to the bidders, award will be based on any combination of Base Bid and Alternates as determined by the City. This process is conducted by the City in a "blind selection" format, *i.e.*, without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. Bidders are to submit their Bid in two sealed envelopes, both containing all identifying information for the Project, and both of which are then to be included in a third sealed envelope containing all identifying information for the Project, but without any identifying information regarding the Bidder. The first envelope shall be marked "Envelope 1" and shall contain only an unsigned copy of the bidder's bid form, without any identifying information for the bidder and without any other required bid submissions. The second envelope shall be marked "Envelope 2" and shall contain a complete copy of all required bid documents, including a signed copy of the bid form. Any discrepancies in the pricing information in the two sealed envelopes may render the bid nonresponsive. Alternates may be selected for award by the Council at its discretion. All awards will be made in the City's best interest.

3-2 TIME OF AWARD

The award, if made, will be made within sixty (60) days after the Bid Opening, unless otherwise specified. The period for contract award shall be tolled while any protest of an intended award is pending. The specified period of time within which the award of the Contract may be made may be extended as agreed upon in writing by the City and the Bidder before the last day specified in the solicitation for award.

If the lowest responsive, responsible Bidder refuses or fails to execute the Contract, or to provide required bonds and/or insurance certificates, the City may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Contract or to provide required bonds and/or insurance, the City may award the Contract to the third lowest responsive, responsible Bidder.

3-3 CONSIDERATION OF BIDS

After the Bids have been opened and read, they will be checked for accuracy and compliance with the Specifications. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and

the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule or the sum of two or more bidding schedules does not equal the total amounts quoted, the individual item or schedule amounts shall govern and the correct total shall be deemed to be the amount bid. If the Bid is missing the unit price, then it may be deemed incomplete and the Bid may be rejected.

After the City has made any necessary corrections in mathematical errors appearing on the face of the Bid, all Bids will be compared based on the bid form.

3-4 PERFORMANCE AND PAYMENT BONDS

As part of the execution of the Contract, the successful Bidder shall furnish the following corporate surety bonds to the benefit of the City. The format of the Performance Bond and Payment Bond forms shall be those contained in the Invitation for Bids. Bonds shall be executed by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The successful Bidder must submit with the bonds the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

When the amount to be paid to the Contractor is based upon units of work to be performed or items to be provided, the term "Total Contract Price" as used below for the purpose of posting Performance and Payment Bonds shall be computed on the basis of the unit price bid multiplied by the Estimated Quantities of work to be performed.

3-4.01 Performance Bond

The Performance Bond, to guarantee the performance of all covenants and stipulations of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Total Contract Price as set forth in the Contract.

3-4.02 Payment Bond

The Payment Bond, to guarantee the payment of wages and of bills contracted for materials, supplies, or equipment used in the performance of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Total Contract Price as set forth in the Contract.

3-5 NOTIFICATION OF SURETY COMPANIES

The surety company shall be familiar with all the provisions and conditions of the Contract. It is understood and agreed that the surety company waives notice of change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same, or any other act or acts by the City or the City's authorized agents under the terms of the Contract; and failure to so notify the surety company of changes shall in no way relieve the surety company of its obligations under the Contract. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

3-6 RETURN OF BID GUARANTEES

After Bids have been received and reviewed by the City, Bid Guarantees will be returned to the respective Bidders except those submitted by the three lowest responsive, responsible Bidders.

Bid Guarantees for Bids not to be further considered in executing the Contract will be returned within ten (10) days after the award of the Contract. The Bid Guarantees of the three lowest responsive, responsible Bidders will be returned within ten (10) days after the successful Bidder has filed satisfactory bonds and proof of insurance as specified and the Bidder and the City have executed the Contract.
If all Bids are rejected and no award is made, all Bid Guarantees will be returned within ten (10) days of the decision of the Council to not award the Contract.

3-7 EXECUTION OF CONTRACT

The Contract shall be executed by the successful Bidder and returned to the City, together with the Performance Bond, Payment Bond, certificates of insurance and insurance endorsements, and any other documents required at the time of Contract execution by the Special Provisions within ten (10) days of the Bidder's receipt of the documents. Insurance certificates shall be signed by a person authorized by the insurer to bind coverage on its behalf and shall be accompanied by copies of all endorsements required by Section 3-9 below.

When requested by the City, the successful bidder shall furnish complete, certified copies of all required insurance policies, including endorsements specifically required by Section 3-9. After execution by the City, one copy of the Contract, bonds, and certificates of insurance will be returned to the Contractor.

3-8 FAILURE TO EXECUTE CONTRACT

If the Bidder to whom the Contract is awarded fails to execute the Contract and file acceptable bonds and insurance certificates as provided herein within ten (10) days from the time the Contract forms are received by the Bidder, the award may be annulled and the Bidder's Bid Guarantee forfeited to the City. At the City's discretion, the Contract may then be awarded to the next lowest responsive, responsible Bidder.

If the City awards the Contract to the second lowest responsive, responsible Bidder, the amount of the lowest responsive, responsible Bidder's Bid Guarantee shall be applied by the City to the difference between the lowest Bid and the Bid of the second lowest responsive, responsible Bidder, and the surplus, if any, will be returned to the lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the Bidder's Bond if a bond is used.

On refusal or failure of the second lowest responsive, responsible Bidder to execute the Contract, the City may award it to the third lowest responsive, responsible Bidder. If the City awards the Contract to the third lowest responsive, responsible Bidder, in addition to application of the lowest Bidder's Bid Guarantee as aforesaid, the amount of the second lowest responsive, responsible Bidder's Bid Guarantee shall be applied by the City to the difference between the Bid of the second lowest responsive, responsible Bidder and the Bid of

the third lowest responsive, responsible Bidder, and the surplus, if any, shall be returned to the second lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the second lowest Bidder's Bid Bond if a bond is used.

Additionally, any forfeited Bid Guarantee shall be applied as necessary to reimburse for the costs incurred for failure of the successful Bidder(s) to enter into a contract. The surplus, if any, will be returned to the defaulting Bidder(s), if a check or cash is used, or credited to the surety on the Bidder's Bond, if a bond is used.

The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The liability of the Surety shall not exceed the limits of the bid bond amount.

3-9 INSURANCE

The Contractor shall procure, maintain, and keep in force at all times during the term of the Contract in insurance companies acceptable to the City, at the Contractor's sole expense, the following insurance:

3-9.01 General Liability

General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability, contractual liability applicable to the Contractor's assumed liability under the Contract, and products and completed operations liability. Coverage shall be at least as broad as "Insurance Services Office Commercial General Liability Coverage Form CG 0001" (occurrence). The limits of liability shall be not less than:

Each Occurrence	Two Million Dollars ($2,000,000) combined single limits for Bodily Injury and Property Damage
Personal and Advertising Injury	One Million Dollars ($1,000,000)
Products and Completed Operations Aggregate	One Million Dollars ($1,000,000) combined single Limits for Bodily Injury and Property Damage
General Aggregate	Four Million Dollars ($4,000,000) combined single limits for Bodily Injury and Property Damage
Fire Damage	One Hundred Thousand Dollars ($100,000)

The policy shall provide coverage for claims arising out of subsidence.

The Contractor shall procure and maintain Products and Completed Operations Coverage with a carrier acceptable to the City through the expiration of the patent deficiency in the statute of repose set forth in the Code of Civil Procedure section 337.1.

3-9.02 Automobile Liability

Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as "Insurance Services Office Business Auto Coverage Form CA 0001," symbol 1 (any auto). The limits of liability shall not be less than:

Bodily Injury and Property Damage Combined Single Limit	One Million Dollars ($1,000,000)

3-9.03 Workers' Compensation

Workers' Compensation insurance, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State of California), and Employers' Liability coverage. The limits of Employers' Liability shall not be less than:

Each Accident	One Million Dollars ($1,000,000)
Disease Each Employee	One Million Dollars ($1,000,000)
Disease Policy Limit	One Million Dollars ($1,000,000)

The Workers' Compensation policy required hereunder shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the City, its officers, officials, employees, agents or volunteers.

In the event the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento. Contractor shall provide evidence of waiver of its right of subrogation against the City, its offices, officials, employees, agents or volunteers as a self-insurer.

3-9.04 Excess or Umbrella Liability

If the Special Provisions require limits of insurance greater than those specified in the General Provisions, the Contractor shall maintain excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage for General Liability, Automobile and Employer's Liability with a limit equal to the amount stated in the Special Provisions per occurrence and aggregate.

3-9.04.A Contractor's Equipment

The Contractor, and each of its Subcontractors, shall separately insure its own equipment for loss and damage. The Contractor's Property and Inland Marine policies shall include, or be endorsed to include, a waiver of subrogation against the City, its officers, officials, employees, agents, and volunteers which might arise by reason of damage to the Contractor's property or equipment (owned, leased or borrowed) in connection with work performed under this Contract by the Contractor.

3-9.04.B Railroad Protective Liability

When stated as a requirement in the Special Provisions, the Contractor shall procure,

maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Railroad Protective Liability insurance with limits of liability as set forth in the Special Provisions.

3-9.04.C Builder's Risk Insurance

When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the City, at the Contractor's sole expense, Builder's Risk insurance with limits of liability equal to one hundred percent (100%) of the full replacement cost of the Work.

1. Coverage shall be written on a Replacement Cost basis without application of coinsurance and shall cover the Project sites against losses included in perils usually included in a "Special Form" policy format in addition the policy shall include:

   a. Earthquake and Land Movement and Flood.

   b. Loss that ensues from design error, defective materials, or faulty workmanship.

   c. Mechanical breakdown or electrical damage, including testing, magnetic disturbance and changes in temperature or humidity disturbance, and changes in temperature or humidity.

   The property covered shall include the Work, including any materials, equipment, or other items to be incorporated therein while the same are located at the construction site, stored off site, while in transit or at the place of manufacture. In addition, the policy shall cover collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architects, engineers and other design professionals required as a result of such insured loss. The policy shall contain a provision that the interests of the City and the Contractor, Subcontractors and material suppliers are insureds under the policy and that any loss shall be payable to the insureds as their interests may appear.

   When stated as a requirement in the Special Provisions, Builder's Risk Insurance shall include Delay in Opening coverage with limits of liability, and for the period of time, as set forth in the Special Provisions. Coverage shall include debt service, expense, loss of earnings or rental income or other loss incurred by the City, without deduction, due to the failure of the Project being completed on schedule.

2. The maximum deductible for earthquake, land movement and flood allowable under this policy shall be five percent (5%) of replacement value at risk at the time loss. A one hundred thousand dollars ($100,000) minimum is acceptable. The maximum deductible for all other perils allowable under this policy shall be ten thousand dollars ($10,000). All deductibles shall be borne solely by the

Contractor, Subcontractors, or material suppliers, and the City shall not be responsible to pay any deductible, in whole or in part.

3. The City and the Contractor waive all rights against each other and against all other contractors for loss or damage to the extent reimbursed by Builder's Risk insurance or any other property or equipment insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to obtain such consent.

4. If not covered by Builder's Risk insurance or any other property or equipment insurance required by this Contract, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, property insurance for portions of the Contractor's work and/or equipment to be incorporated therein stored offsite or in transit.

3-9.04.D Environmental Liability Insurance

When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Environmental Liability insurance, using an occurrence form (Claims Made forms at not acceptable unless expressly allowed by the City), which includes coverage for sudden and accidental pollution arising out of the handling of hazardous materials or hazardous wastes; non-hazardous materials or non-hazardous wastes that, when released into the environment, violate regulatory standards of the Federal, State or Local Government; and coverage for liability arising out of the handling of asbestos.

If coverage for Environmental Liability insurance is allowed by the City to be written on a claims-made form, the following provisions apply:

Limit of coverage shall be not less than ten million dollars combined single limits for Bodily Injury and Property Damage ($10,000,000).

Insurance must be maintained and evidence of insurance must be provided for at least four (4) years after completion of the Work. Additional provisions, including Project specific coverage may be required at the sole discretion of the City.

3-9.04.E Other Provisions

1. The Contractor's General Liability, Automobile Liability, and any Excess or Umbrella Liability or other insurances required in the Special Provisions, shall contain the following provisions:

    a. The City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or

borrowed by the Contractor. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officers, officials, employees, agents, or volunteers.

b. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

2. The Contractor's General Liability and any Excess or Umbrella Liability insurance policies shall contain an endorsement stating that any aggregate limits shall apply separately to the Work.

3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy by endorsement or provision shall state that coverage shall not be suspended, voided, cancelled, reduced in scope of coverage or in limits, non-renewed, or materially changed unless the insurer(s) provide thirty (30) Calendar Days written notice by certified mail to the City prior to such change. Ten (10) Calendar Days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.

5. All of the Contractor's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-IX.

   Exception: Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.

6. The Contractor shall sign and file with the City the following certification prior to commencing performance of the work of the Contract:

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

   Said certification is included in the Contract, and signature and return of the Contract shall constitute signing and filing of the said certification.

7. The City, at its discretion, may require new types of insurance coverage or increase the limits of insurance coverage required hereunder at any time during the term of the Contract by giving thirty (30) Calendar Days written notice to the Contractor. Contractor shall immediately procure such insurance or increase the limits of coverage and provide certificates of insurance, including copies of all required endorsements, to the City within thirty (30) Calendar Days of receipt of the City's request.

8. The required insurance coverage shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve the Contractor of its duties and responsibilities in this Contract.

9. If the Contractor fails to procure or maintain insurance as required by this Section 3-9 and each of its subsections and any Special Provisions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Contractor under the Contract. Failure of the City to obtain such insurance shall in no way relieve the Contractor from any of the Contractor's responsibilities under the Contract. Any failure of the Contractor to maintain any item of the required insurance is sufficient cause for termination of the Contract as a material breach.

10. The making of progress payments to the Contractor shall not be construed as relieving the Contractor of responsibility for loss or damage, or destruction occurring prior to final acceptance by the City. Partial payment does not constitute partial acceptance.

11. The City is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of the Contract. The City will provide such amendments or waivers in writing to the Contractor.

12. The Contractor is responsible for the acts and omission of all of its Subcontractors and shall require all of its Subcontractors to maintain adequate insurance.

The failure of the City to enforce in a timely manner any of the provisions of this Section 3-9 and/or any of its subsections shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Contract.

3-9.04.F Deductibles and Self-Insurance Retention

Any deductible or self-insured retention over $10,000 that applies to General Liability or Automobile Liability must be declared to and approved by the City.

3-9.05 Notification of Accident or Occurrence

The Contractor shall report by telephone to the City within twenty-four (24) hours and also report in writing to the City within fifteen (15) Calendar Days after the Contractor or any

Subcontractors or agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars ($10,000) to the Work, property of the City or others, arising out of any work done by or on behalf of the Contractor as part of the Contract. Such report shall contain:

1. The date and time of the occurrence,
2. The names and addresses of all persons involved, and
3. A description of the accident or occurrence and the nature and extent of injury or damage.

3-9.05 Notification of Claim

If any claim for damages is filed with the Contractor or if any lawsuit is instituted against the Contractor, that arises out of or is in any way connected with the Contractor's performance under this Contract and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the City, Contractor shall give prompt and timely notice thereof to the City. Notice shall be prompt and timely if given within thirty (30) Calendar Days following the date of receipt of a claim or ten (10) Calendar Days following the date of service of process of a lawsuit.

CHAPTER 4 - SCOPE OF WORK

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CHAPTER 4 SCOPE OF WORK

4-1 INTENT OF CONTRACT DOCUMENTS

The Work shall be performed and completed according to the Contract Documents. The Contract Documents provide the details for completing the Work in accordance with the terms of the Contract. Each Contract Document is an integral part of the Contract, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents shall be interpreted as being explanatory and complementary in requiring complete Work ready for use and occupancy or operation in satisfactory working condition with respect to the functional purposes of the installation.

The Contractor shall do all of the work and furnish all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary or proper, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any Change Order work or disputed work directed by the City in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

If the Contract does not specifically allow the Contractor a choice of quality or cost of items to be furnished, but could be interpreted to permit such a choice, the Contractor shall furnish the highest quality under current industry standards, regardless of the cost of the item.

Unless otherwise specified, the Contractor agrees to furnish all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary to perform and complete the Work in a good and workmanlike manner to the satisfaction of the City, in the manner designated, and in strict conformity to the Contract. When portions of the Work are described in general terms, but not in complete detail, it is understood that the Contractor will employ only the best general practice and incorporate only the best quality materials and workmanship in the Work.

No extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items will include full compensation for furnishing all materials, supplies, equipment, tools, labor, transportation, supervision, resources, incidentals and everything else necessary to complete the Work as provided in the Contract. The prices paid include all overhead, markups and profit.

If the Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery, until authorized by the City, will be done at the Contractor's risk.

4-2 PLANS AND SPECIFICATIONS FURNISHED

The City will provide, at no cost to the Contractor, copies of Project Plans (except Standard Drawings or State Plans), Project Specifications (the State Specifications), and Special Provisions, and the fully executed Contract for the Contractor's use in prosecuting the Work. The total number of copies of the Plans, Specifications, and Special Provisions provided shall equal the total of the prime Contractor plus the number of Subcontractors listed in the Bid. The Contractor may purchase additional copies of Plans, Specifications, and Special Provisions.

The Contractor shall retain an approved set of Contract documents on the job during the progress of the Work. This set shall be used by the Contractor as the Record Drawings as described in Section 11-3, "Record Drawings" of these General Provisions.

4-3 CONFORMANCE WITH CODES AND STANDARDS

The Work shall be in full compliance with the latest adopted edition of the following applicable standards and regulations:

- The State Fire Marshal
- The UBC
- Title 8
- Title 22
- Title 24
- The NEC
- The UPC
- Storm Water Pollution Plans and Standards
- Other codes, laws or regulations applicable to the Work or the Contract.

Nothing in the Contract is to be construed to permit work not conforming to these requirements. When the Work detailed in the Plans and Specifications differs from governing codes, the Contractor shall complete the Work in accordance with the higher standard. If the higher standard is more expensive than the Work detailed in the Plans and Specifications, the Contractor will be compensated for the Contractor's additional costs by Contract Change Order as provided in Chapter 9, "Changes and Claims", of these General Provisions.

4-4 SUPPLEMENTAL DRAWINGS

In addition to the Plans incorporated in the Contract at the time of signing, the City may furnish Supplemental Drawings as necessary to clarify or define in greater detail the intent of the

Contract. In furnishing such Supplemental Drawings, the City may make minor changes in the Work, not involving extra cost and not inconsistent with the nature of the Work. The Supplemental Drawings shall become a part of the Contract.

4-5 FIELD DIRECTIVES OR OTHER WRITTEN DIRECTIVES

The City may issue Field Directives or other written directives from the office or field during the course of the Work, and the Contractor shall immediately comply with the Field Directive or other written directive. Contractor must perform all work directed by a field directive, whether or not Contractor believes the work is included in the Contract and regardless of any disputes regarding money, time and/or other issues. Contractor acknowledges that continued progress of the Work is of high importance and that such disputes can be resolved as the Work progresses.

A Field Directive or other written directive may be used to add, delete, modify, or reject work, to note deficiencies in work, to clarify the Contract or to order work to be performed. Work required by a Field Directive or other written directive shall be in accordance with the Contract and any previously executed Change Orders, except as delineated otherwise in the directive. Drawings included with Field Directives or other written directives are part of the Contract and shall be incorporated into the Record Drawings.

If the Contractor refuses or neglects to comply with or make progress in the execution of any Field Directive or other written directive, the City, in addition to all other rights under the Contract and/or applicable law, may employ any person or persons to perform such work at Contractor's cost, and the Contractor shall not interfere with the person or persons so employed.

At appropriate intervals, Field Directives and/or other written directives that alter the Contract may be grouped to form a Change Order as described in Chapter 9, "Changes and Claims" of these General Provisions.

4-6 DOCUMENT PRECEDENCE

The component Contract Documents are intended to provide explanation for each other. Any work shown on the Plans and not in the Specifications, or vice versa, is to be executed as if indicated in both. In case of conflict in the Contract, the following order of precedence will govern interpretation of the Contract:

1. Permits from other agencies as may be required by law;
2. The Agreement, as amended by Change Orders and any other Contract amendments;
3. Special Provisions;
4. Technical Specifications;
5. Plans and Drawings;
6. General Provisions and General Requirements;

7. Invitation for Bids [Notice to Contractors], including attachments and addenda;

8. City of Rocklin Construction Standard Specifications;

9. City of Rocklin Improvement Standards;

10. State of California Department of Transportation Standard Plans and Specifications.

In addition, the following shall also apply:

1. Written numbers and notes on a drawing shall govern over graphics.

2. A detail drawing governs over a general drawing.

3. A detail specification governs over a general specification.

4. A specification in a section governs over a specification referenced by that section.

5. Changes last in time govern prior requirements.

In case of conflict between the Project Plans and Technical Specifications, the Plans shall govern in matters of quantity and size, the Technical Specifications in matters of quality. In case of conflict within the Plans involving quantities or within the Technical Specifications involving quality, the greater quantity and the higher quality shall be provided.

Where on any Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply to all other like portions of the Work. Where ornament or other detail is indicated as starting, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts in the Work, unless otherwise indicated.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Notice to Contractors, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents.

Any work for which there are no technical specifications in the project Plans and Specifications, shall be performed in accordance with documents 8, 9 and 10 listed above in this Section 4-6, with the highest order of precedence. Documents 9 and 10 are only incorporated into the Contract for this limited purpose, and no portions of these documents are

incorporated for any other purpose except as expressly indicated elsewhere in the Contract Documents.

4-7 REQUESTS FOR INFORMATION

4-7.01 General

Contractor shall prepare a Request for Information (RFI) when additional information, clarification, or interpretation of the Contract is required. RFI's may also be used for apparent conflicts, inconsistencies, ambiguities, or omissions.

RFI's shall be submitted to the City sufficiently in advance of the work to permit time for investigation and preparation of a response. Any work undertaken prior to receipt of a response to an RFI will be at the Contractor's risk.

RFI's shall not be used for submittals or for substitution of material or equipment, or for waiving of requirements.

4-7.02 Procedure

An RFI shall be submitted on an approved form as defined at the preconstruction meeting, and shall be numbered consecutively. A status log shall be prepared and updated by the Contractor and reviewed with the City at each progress meeting. Each RFI shall deal with only one topic, item, issue, or system. The RFI shall clearly describe and specifically state what is being requested. Relevant portions of the Contract shall be cited, marked-up, and attached.

The Contractor shall review each RFI before submittal and compare it with the Contract to verify that a response is required. RFI's will only be accepted from the Contractor and not from Subcontractors or suppliers. A recommendation or proposed solution may be included when appropriate or expedient. RFI's that are not clear or RFI's for which a response is clearly identified in the Contract will not be accepted.

4-7.03 Response

The City will normally respond within fifteen (15) Working Days. The City will provide a written response, and that response shall control. The Contractor shall indicate a priority for responses to RFI's if more than five (5) RFI's are pending at the same time. In case of a dispute between the Contractor and the City, protest may be made as provided in Section 9-16, "Dispute Regarding Contract Requirements", of these General Provisions.

Subsequent resubmittals of an RFI shall be identified with the same RFI number and a letter designation. Resubmittals shall clearly state the reason for the resubmittal.

Responses to RFI's indicating a change to drawings shall be recorded by the Contractor on the Record Documents in accordance with Section 11-3, "Record Drawings" of these General Provisions.

4-8 DELETED ITEMS

The City may delete from the Work any item of work. The Contractor will be paid for all work done toward the completion of the item prior to such deletion, as provided in Chapter 9, "Changes and Claims", of these General Provisions but in no event will the amount paid exceed the Bid or Schedule of Values amount less the value of the deleted work. The Contractor shall make no claim, nor receive any compensation for profits, for loss of profit, for damages, or for any extra payment whatever because of any deleted items of work.

4-9 EXTRA WORK

Work not covered by the Contract but necessary for the proper completion of the Project will be classed as extra work and shall be performed by the Contractor when directed in writing by the City. Extra work shall be performed in accordance with the Contract and as directed by the City.

Extra work must be authorized in writing by the City before the work is started. Payment for extra work will not be made unless such prior written authorization is obtained.

In the event of an emergency or other situation that endangers the Work or endangers public safety, the City will direct the Contractor to perform such extra work necessary to protect the Work or the public.

4-10 USE OF COMPLETED PORTIONS

The City has the right during the progress of the Work to occupy and/or use any completed or partially completed portion of the Work. Such use shall not be deemed acceptance of that portion, nor of any other portions of the Work, nor of work not completed in accordance with the Contract.

Under unusual circumstances on an exception basis, and only by written approval of the City, the City may provide a field acceptance of a completed portion of the Work under Section 7-21 "Final Inspection and Field Acceptance", of these General Provisions, such that the warranty period for that portion will be considered to commence and the Contractor will be relieved of any further maintenance and protection of that portion. No final payment shall occur for a limited portion of the work. The Contractor will not be relieved of the Contract requirements for repairing or replacing defective work and materials in accordance with Sections 7-21 and 7-23, "Warranty Work", of these General Provisions.

4-11 LANDS AND RIGHTS-OF-WAY

The City shall provide the lands, rights-of-way, and easements upon which the Work is to be done, and such other lands as may be designated on the Plans for the use of the Contractor. The Contractor shall confine its operations to within these limits. The Contractor shall comply with the terms and conditions of right of entry, right of way and easement documents. The City shall provide photocopies of these documents to the Contractor prior to the Contractor's use of, or commencement of Work, in the lands in question.

The Contractor shall provide at the Contractor's own expense any additional land and access that is required for temporary construction facilities or storage of materials. The

Contractor shall obtain all required permissions for use of private property prior to taking possession or use. The permission shall be obtained in writing and a copy forwarded to the City prior to the Contractor taking possession of said property.

4-12 WARRANTY

Unless otherwise specified in the Special Provisions, the warranty time period will be one year after City acceptance of Work (see Section 7-22, "Final Acceptance and Notice of Completion", of these General Provisions) and subject to the terms of the Contractor Guarantee Form. The Performance Bond furnished by the Contractor as part of the execution of the Contract shall include the terms and time period of the Warranty of the Contractor's work In lieu of continuing the original performance bond through the warranty period, the Contractor may submit a warranty bond, on a form substantially the same as the Performance Bond, for a minimum of ten percent (10%) of the total project value to be valid for one year from the date of acceptance by the Council, subject to extension in accordance with the Contractor Guarantee Form for corrected defective work .

If required by the Special Provisions, the Contractor shall enter into and sign Warranty statements in the form provided to warranty various segments of the Work for the time specified.

If failure of any portion of the Work can be attributed to faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor's performance, and this failure occurs prior to the end of the specified warranty period, the Contractor shall promptly make the needed repairs at the Contractor's expense in accordance with Section 7-23, "Warranty Work", of these General Provisions.

CHAPTER 5 -- CONTROL OF WORK AND MATERIALS

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CHAPTER 5 CONTROL OF WORK AND MATERIALS

5-1 AUTHORITY OF CITY

The City will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. The City will decide all questions regarding the interpretation and fulfillment of the Contract on the part of the Contractor, and all questions as to the rights of different contractors that may be involved with the Work.

The City will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.

The City will administer its authority through a duly designated representative identified at the preconstruction meeting. The Contractor and the City representative shall make good faith attempts to resolve disputes that arise during the performance of the Work.

Any order given by the City not otherwise required by the Contract to be in writing will be given or confirmed by the City in writing at the Contractor's request. Such request shall state the specific subject of the decision, directive, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.

5-2 ATTENTION AND COOPERATION OF CONTRACTOR

The Contractor shall comply with any written instruction delivered to the Contractor or the Contractor's authorized representative by appropriately authorized representatives of the City.

5-3 SUGGESTIONS TO CONTRACTOR

Any plan or method suggested to the Contractor by the City, but not specified or required in writing, if adopted or followed in whole or in part by the Contractor, shall be used at the risk and responsibility of the Contractor. The City assumes no responsibility.

5-4 SEPARATE CONTRACTS

The City reserves the right to award other contracts in connection with the Work. The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work and shall properly connect and coordinate its work with the other contractors.

If any part of the Contractor's work depends upon the work of any other contractor for proper execution or results, the Contractor shall inspect and promptly report to the City any defects in such work that render the other contractor's work unsuitable for proper execution and results. The Contractor's failure to so inspect and promptly report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's work, unless defects develop in the other contractor's work after the execution of the Contractor's work.

5-5 COOPERATION WITH OTHER CONTRACTORS

Other contractors and other forces, including the City and/or adjacent property owners may perform work adjacent to or within the Work area concurrent with the Contractor's operations.

The Contractor shall conduct operations to minimize interference with the work of other forces or contractors. Any disputes or conflicts between the Contractor and other forces or contractors retained by the City which create delays or hindrance to each other shall be referred to the City for resolution. If the Contractor's work is delayed because of the acts or omissions of any other force or contractor, the Contractor shall have no claim against the City other than for an extension of time (see Section 7-18, "Extension of Time", of these General Provisions).

5-6 CONTRACTOR'S DISMISSAL OF UNSATISFACTORY EMPLOYEES

If any person employed by the Contractor or any Subcontractor shall fail or refuse to carry out the directions of the City or the provisions of the Contract, or is, in the opinion of the City, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language or conduct to any person on or associated with the Work or with the public; or is acting or working in a manner that compromises the safety of the public, Work or persons or property involved with the Work, or is otherwise unsatisfactory, the Contractor shall, when requested by the City, remove the worker from the Work site immediately, and shall not again employ the removed worker on the Work except with the written consent of the City.

5-7 CONTRACTOR'S EQUIPMENT

The Contractor shall provide adequate and suitable equipment, labor, and means of construction to meet all the requirements of the Work, including completion within the Contract Time. Only equipment suitable to produce the quality of work required will be permitted to operate on the Project. Specific types of equipment may be requested by the City on component parts of the Work.

The City may, at the City's option, permit the use of new or improved equipment, at the Contractor's cost. If such permission is granted, it is understood that it is granted for the purpose of testing the quality and continuous attainment of work produced by the equipment, and the City shall have the right to withdraw such permission at any time that the City determines that the alternative equipment is not producing work that is equal in all respects to that specified, or will not complete the Work in the time specified in the Contract. The cost for mobilizing and demobilizing new or improved equipment shall be borne by the Contractor.

In any case where the use of a particular type or piece of equipment has been banned, or in cases where the City has condemned for use on the Work any piece or pieces of equipment, the Contractor shall promptly remove such equipment from the site of the Work at its cost. Failure to do so within a reasonable time may be considered a breach of contract. The cost for mobilizing and demobilizing replacement equipment shall be borne by the Contractor.

5-8 CONTRACTOR'S SUBMITTALS

5-8.01 Submittals - General

The Contractor shall furnish all working drawings, plans, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's instructions as required in the Contract, and any other information required to demonstrate that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract. Submittals shall be submitted by the dates specified in the Contract or, in the

City's sole discretion, a fine of $100 per day will be levied until the appropriate submittals are properly submitted.

Submittals for systems shall be bound together, include all information for the system and, unless otherwise specified, submitted to the City electronically.

A minimum of five (5) copies of all submittals shall be furnished, two (2) of which will be returned after review. Depending on the complexity of the submittal, the number of submittals, and the express needs of the Contractor, the submittal will be returned to the Contractor within thirty (30) Calendar Days, exclusive of any time awaiting clarification or further information. Where any item of the work is required to be installed in accordance with the manufacturer's recommendations, the Contractor shall furnish a complete set of the manufacturer's installation recommendations to the City prior to starting the installation. These submittals will be retained by the City.

If the information furnished in a submittal shows any deviation from the Contract requirements, the Contractor shall, by a statement in writing accompanying the information, advise the City of the deviation and state the reasons. It shall be the Contractor's responsibility to ensure there is no conflict with other submittals and to notify the City in any case where the Contractor's submittal may concern work by another contractor, adjacent property owners, other forces or the City.

The Contractor is solely responsible for coordination of submittals among all related crafts performing the Work. The Contractor shall verify that its Subcontractors' submittals are complete in every way and meet the requirements of the Contract.

Direction from the City to proceed following return of the Contractor's submittals shall not relieve the Contractor of responsibility for any error or of any obligation for accuracy of dimensions and details, for agreement with and conformity to the Contract, or responsibility to fulfill the Contract as prescribed. Nor shall such direction be considered as approval of any deviation or conflict in the submittal unless the City has been expressly advised in writing of the same as set forth immediately above, and the City has expressly approved such deviation or conflict in writing.

The Contractor shall make no changes to any submittal after it has been returned, and the equipment or materials shall not deviate in any way except with written approval by the City. Fabrication or other work performed in advance of return of the submittal with a direction to proceed shall be done entirely at the Contractor's risk.

Minimum requirements for submittals are contained in these Specifications. Additional and/or project-specific requirements may be contained in the Contract. The Contractor is responsible for identifying and providing all required submittals.

5-8.02 Resubmittals

Resubmittals shall address all comments from the City. Partial resubmittals may be returned 'REVISE AND RESUBMIT." The Contractor is responsible for the City's review costs for each resubmittal in excess of the first resubmittal. These costs will be charged to the Contractor and will be deducted from progress payments.

5-8.03 Submittals Containing Proprietary Information

All required information shall be provided even though some or all of such information may be considered proprietary. If any of the information required herein is considered proprietary, a proprietary agreement shall be executed between the City and the Contractor, stipulating that all such information will be supplied by the Contractor and kept confidential by the City. All proprietary data shall be identified as part of the Contractor's Bid and the proprietary agreement shall be executed before award of the Contract. Proprietary information is defined as any information or data describing or defining a product, process or system which 1) was developed at the expense of the Contractor, a Subcontractor or supplier; 2) is not generally available in the industry; and 3) is kept secret by its owner for purposes of preventing its use by others. Application software and all other documentation, or any other product, prepared by the Contractor, Subcontractor, or supplier at the expense of the City for specific use on the facility being constructed under the Contract shall not be considered proprietary.

All submitted proprietary information shall describe the final record Work. No part of the Work covered by the proprietary agreement shall be modified after proprietary submittal acceptance until updated proprietary information has been submitted by the Contractor and accepted by the City. Updated proprietary information shall fully document all modifications to be implemented. All proprietary data shall be marked "PROPRIETARY" by the Contractor.

5-8.04 Electrical, Instrumentation, Control, and Communication Systems

Electrical, instrumentation, control, and communication system drawings shall include elementary and loop diagram drawings, functional single line system layout drawings, connection drawings, interconnection drawings, panel/cabinet fabrication drawings, and detailed circuit board and component drawings. Detailed circuit schematics and circuit board layout drawings shall clearly show, locate, and identify all components and wiring. Each circuit board component shall be identified by the component's original manufacturer name and part number.

Industry standard part numbers shall be used. Component values, voltage/current levels, setpoints, and timing values shall be defined. Drawings shall be in the latest version of AutoCAD or other electronic reproducible medium specified by the City.

Conduit layout diagrams shall be provided for all electrical conduits, and conduits shall be labeled in the field consistent with the layout diagrams.

Complete annotated software/firmware source code listings and program documentation shall be provided for all electronic/electrical systems, subsystems, assemblies, parts, components, and equipment that incorporate programmable devices. All instructions and hardware necessary to load, store, modify, and activate software/firmware source codes and programs shall be provided.

5-8.05 Maintenance and Operations (M&O) Submittals

For use in subsequent maintenance and operations the Contractor shall furnish to the City electronically and bound together and indexed all maintenance and operation information,

including all the highest level of factory maintenance manuals (greatest level of detail) that are available to factory representatives with a three-year subscription to newsletters and updates supplied by the manufacturer covering all equipment and systems included in the Contract. The City may withhold up to thirty percent (30%) of the Total Contract Price until M&O submittals have been submitted and approved. The submittal shall include at a minimum:

- Drawings
- Illustrations
- Parts lists
- Wiring diagrams of systems
- Internal wiring diagrams and circuit board schematics and layout drawings
- Manufacturer's recommended spare parts lists
- Name, address and phone number of nearest parts and service City
- Systems balance data
- Maintenance and service instructions
- Operation instructions
- Software including annotated source lists and programs

The submittal of maintenance and operation information is required for all mechanical, electrical, instrumentation, control, communications, sound, or special equipment and systems.

The Contractor shall obtain approval of the required data at least thirty (30) Calendar Days prior to any required training or the final inspection date.

5-9 DAILY REPORTS

No less than on a weekly basis, the Contractor shall submit, upon request of the City, to the City daily reports, which shall include, without limitation, the identity of Subcontractors on the site, an accurate headcount of workers on the site, materials and equipment delivered to the site, visitors to the site, work performed, and any problems encountered.

5-10 SURVEYS

5-10.01 Surveys

Except as set forth in this Section or in the Special Provisions, the Contractor shall be responsible for performing all necessary surveys to lay out and control the Work to the locations, elevations, lines, and dimensions shown or specified in the Contract. Any deviations

must receive prior written approval of the City. All surveys affecting the line or elevation of underground drainage, sewers, or utilities, and all other work within public rights-of-way or easements, shall be performed by or under the direction and supervision of a California Registered Civil Engineer authorized to practice land surveying or a California Licensed Land Surveyor. The Contractor shall be responsible for protecting and perpetuating survey monuments affected by construction activities in accordance with Business and Professions Code Section 8771(b). The Contractor shall be responsible for the accuracy of the Contractor's own layout work, and shall be liable for the preservation of all established lines and grades.

Stakes damaged or destroyed by the operations of the Contractor shall be replaced at the Contractor's expense.

The Contractor's surveys also shall include, without limitation, the following surveys:

5-10.01.A Streets and Highways

- Slope Stakes -- One line of slope stakes at fifty-foot (50') intervals for the construction of each pavement edge. The Contractor shall set back and reference the stakes.

- Subgrade -- One line of blue tops at centerline or at a location directed by the City for each two (2) lanes of the roadway at fifty-foot (50') intervals, and three (3) lines on super-elevated sections for each two (2) lanes. The Contractor shall reference subgrade stakes for the subbase and base layers.

- Finished Base -- One (1) line of blue tops at centerline or at a location directed by the City for each two (2) lanes of roadway at fifty-foot (50') intervals, and three (3) lines for each (2) lanes on super-elevated and widened sections.

- All necessary line, location, and elevation stakes for curb and gutter, inlets, pipes, drainage structures, signals, box culverts, and other miscellaneous facilities.

5-10.01.B Sewer, Water, and Drainage Facilities

- For all pipelines to be laid on grade: the City will establish an offset line at fifty-foot (50') intervals, furnish cut sheets and necessary land surveys, and establish bench marks, base lines, and reference points for locating principal structures.

- For drainage channels: the City will furnish slope stakes at fifty-foot (50') intervals.

From this information, the Contractor shall develop and make all additional detail surveys and measurements necessary for the construction of the Work.

5-10.02 Survey Monuments

The City shall show on the construction Plans, to the best of its knowledge, the location and character of survey monuments located within the construction area. It is the Contractor's responsibility to arrange and pay for a diligent and thorough search for survey monuments. This shall be performed by or under the direction of a California Licensed Land Surveyor or a

California Registered Civil Engineer authorized to practice Land Surveying, prior to the beginning of construction or maintenance work that could disturb or destroy a survey monument. Any monuments found shall be referenced and reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying in accordance with Business and Professions Code Section 8771. On thin surface treatments, such as chip seals, the monuments can be covered in advance of the maintenance treatment with a suitable material and then removed to expose the monument.

When survey monuments not shown on the Plans are discovered, the Contractor shall bring them to the attention of the City prior to damaging them. Any City survey monuments damaged or destroyed by the Contractor shall by reset by the City or Contractor at the Contractor's expense. Any other damaged or destroyed survey monuments shall by reset by the Contractor at its sole expense in accordance with the Land Surveyors Act (Business & Professions Code 8700 et seq.).

When the Special Provisions require that the Contractor provide all surveys, the Contractor shall be responsible for referencing, resetting, and filing of corner records for all survey monuments disturbed or destroyed by construction activities in accordance with Business and Professions Code Section 8771.

All survey monuments and references shall be set or reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying.

5-11 RESPONSIBILITY FOR ACCURACY

The Contractor shall obtain all necessary measurements for and from the Work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work; the accuracy for all of which the Contractor shall be responsible. The Contractor is responsible for adjusting, correcting, and coordinating the work of all Subcontractors so that no discrepancies result.

5-12 DUTIES AND POWERS OF INSPECTORS

Inspectors are the authorized representatives of the City. Their duty is to inspect materials and workmanship of those portions of the Work to which they are assigned, either individually or collectively, under instructions of the City, and to report all deviations from the Contract.

City work site inspections will only be conducted Monday through Thursday from 7AM to 3:30PM, excluding City Holidays. Any inspections outside of these hours shall be requested at least three (3) days prior, must be approved by the Project Manager, and all costs associated with the inspections shall be paid by the Contractor.

5-13 INSPECTION

The inspection of the Work does not relieve the Contractor of the obligation to fulfill all Contract requirements. The purpose of inspection is not to assure Contractor that all of the Work is meeting all of the Contract requirements.

All work and materials furnished pursuant to the Contract shall be subject to inspection and

approval by the City. The Contractor shall provide the City and Inspectors with access to the Work during construction and shall furnish every reasonable facility and assistance for ascertaining that the materials, equipment and the workmanship are in accordance with the requirements and intent of the Contract. Any work, materials, or equipment not meeting the requirements and intent of the Contract will be rejected, and unsuitable work, equipment or materials shall be made good, notwithstanding the fact that such work, materials or equipment may have been previously inspected or approved and /or payment may have been made. The Contractor shall be solely responsible for any costs associated with the removal of any defective work, equipment or materials discovered during the inspection and the complete cost of reconstruction.

Unless authorized in writing by the City, any work done in the absence of an Inspector, whether completed or in progress, shall be subject to inspection. The Contractor shall furnish all tools, labor, materials, access facilities, and other facilities necessary to allow such inspection, even to the extent of uncovering or taking down completed portions of the Work. The Contractor shall pay all costs incurred, whether or not any defective work is discovered. The Contractor shall also be solely responsible for any costs associated with the removal of any defective work discovered during the inspection and the complete cost of reconstruction.

Reexamination of any part of the Work may be ordered by the City, and such part of the Work shall be uncovered by the Contractor. The Contractor shall pay the entire cost of such uncovering, reexamination, and replacement if the reexamined work does not conform to the Contract.

The Contractor shall notify the City of the time and place of any factory tests and submit test procedures for approval thirty (30) Calendar Days in advance for any tests that are required by the Contract. The Contractor shall report the time and place of preparation, manufacture or construction of any material for the Work, or any part of the Work, that the City wishes to inspect. The Contractor shall give five (5) Working Days' notice in advance of the beginning of work on any such material or of the beginning of any such test to allow the City to make arrangements for inspecting and testing or witnessing.

5-14 QUALITY OF MATERIALS AND WORKMANSHIP

Unless otherwise allowed or required by the Special Provisions, all equipment and materials shall be new and of a quality at least equal to that specified. All workmanship shall also be of the highest qualify. When the Contractor is required to furnish equipment, materials or manufactured articles or shall do work for which no detailed specifications are set forth, the equipment, materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market. If not ordinarily carried in stock, the articles shall conform to the usual standards for first-class materials or articles of the kind required. The work performed shall secure the best standard of construction and equipment of the Work as a whole or in part.

Materials shall be furnished in sufficient quantities and at such times to ensure uninterrupted progress of the Work. All required spare parts shall be delivered in new condition, not in a used or unknown condition, and with any certificates required. Materials, supplies, and equipment shall be stored properly and protected as required. The Contractor shall be entirely responsible for damage or loss by weather or other causes.

5-15 SUBSTITUTIONS

Certain materials, articles, or equipment may be designated in the Contract by brand or trade name or manufacturer together with catalog designation or other identifying information. Substitute material, article, or equipment which is of equal quality and of required characteristics for the intended purpose may be proposed for use, provided the Contractor complies with the requirements of the following paragraphs.

5-15.01 Written Request

The Contractor shall submit any request for substitution in writing no later than thirty (30) Calendar Days after the award of the Contract.

5-15.02 Documentation

If requested by the City, a proposal for substitution must be accompanied by complete information and descriptive data, including cost of operation, cost of maintenance, and physical requirements necessary to determine the equality of offered materials, articles, or equipment.

The Contractor shall also submit such shop drawings, descriptive data, and samples as requested. The burden of proof of comparative quality, suitability, and performance of the offered proposal shall be upon the Contractor. The determination of equal quality, suitability, and performance shall be at the sole discretion of the City. The City will examine such submittals with reasonable promptness. If the City rejects the request for such substitution, then one of the particular products designated by brand name in the Contract shall be furnished. Acceptance of substitution by the City shall not relieve the Contractor from responsibility for deviations from the Plans and Specifications or from responsibility for errors in submittals. Failure by the Contractor to identify deviations in the request material from the Plans and Specifications shall void the submittal and any action taken thereon by the City.

Changes required for proper installation and fit of substitute materials, articles or equipment, or because of deviations from the Contract shall not be made without the written consent of the City and shall be made by the Contractor without additional cost to the City. The Contractor shall pay the costs of design, drafting, architectural or engineering services and alterations of the construction required to accommodate any Contractor substitution or construction error to maintain the original function and design.

5-16 PREPARATION FOR TESTING

The Contractor shall maintain proper facilities and provide safe access for inspection by the City to all parts of the Work and to the shops wherein parts of the Work are in preparation. Where the Contract requires work to be tested or approved, such work shall not be tested or covered up without at least a five (5) Working Day notice to the City of its readiness for inspection, unless the written approval of the City for such testing or covering is first obtained.

5-17 MATERIALS SAMPLING AND TESTING

Materials to be used in the Work will be subject to sampling and tests by the City. The

Contractor shall furnish the City with a list of the Contractor's sources of materials and the locations at which such materials will be available for inspection. The list shall be furnished to the City in time to permit the inspection and testing of materials in advance of their use.

Testing shall be done to such standards as set forth in the Plans, Specifications, or Special Provisions. References made in these documents to standard methods of testing materials shall make such standards a part of the Specifications.

Whenever a reference is made in the Specifications to a specification or test designation of any recognized State or national organization or State of California City, and the number or other identification representing the year of adoption or the latest revision is omitted, it shall mean the specification or test designation in effect on the date of the original Notice to Contractors for the Work.

When requested by the City, samples or test specimens of the proposed materials shall be prepared at the expense of the Contractor and furnished by the Contractor in such quantities and sizes required for proper examination and tests, and with complete information describing type, kind, or size of material, and its source. All samples shall be submitted in time to permit the making of proper tests, analyses, or examinations before incorporating the materials into the Work. No material shall be used in the Work unless or until it has been approved by the City. All material tests shall be made by the City in accordance with recognized standard practice. The Contractor shall pay the cost of the first retest and any subsequent retest of any area or material. The City will secure and test samples whenever necessary.

5-18 APPROVAL OF MATERIALS OR EQUIPMENT

5-18.01 Sources Of Supply

The City's approval at the source of supply may be required prior to procurement. Such approval shall not prevent subsequent disapproval or rejection of materials or equipment by the City if the quality is less than required by the Contract.

5-18.02 Plant Inspection

The City assumes no obligation to inspect materials or equipment at the source of supply. The Contractor is responsible for incorporating satisfactory materials and equipment into the Work, notwithstanding any prior inspections or tests.

The City will inspect materials or equipment at the source if the Contractor submits a written request and if the City deems the inspection necessary. The Contractor and the supplier will cooperate with and assist the City while performing the inspection. The City shall have access to all production areas of the material or equipment source or place of manufacturing.

5-19 PROVISIONS FOR EMERGENCIES

The City may provide necessary labor, material and equipment to correct any emergency resulting from the Contractor's operation including noncompliance with the Contract, public convenience, safety, traffic control, and protection of Work, persons, environment, and property. The nature of the emergency may prevent the City from notifying the Contractor prior to taking action. The costs of such labor, material, and equipment shall be borne by the

Contractor and will be deducted from progress payments.

The performance of such emergency work under the direction of the City shall not relieve the Contractor from any damages resulting from the emergency.

5-20 RIGHT TO RETAIN IMPERFECT WORK

If any portion of the work done or materials or equipment furnished under the Contract shall prove defective or not in accordance with the Contract, and if the defect in the work, materials or equipment is not of sufficient magnitude or importance to make the work, materials or equipment dangerous or undesirable, or if the removal of such work, materials or equipment is impracticable or will create conditions which are dangerous or undesirable, the City shall have the right and authority to retain the work, materials or equipment instead of requiring it to be removed and reconstructed or replaced. Progress payment deductions will be made as described in Section 8-9, "Deductions for Imperfect Work", of these General Provisions.

5-21 REMOVAL OF REJECTED MATERIALS OR WORK

The Contractor shall remove all rejected or condemned materials, equipment or structures brought to or incorporated in the Work within two (2) Working Days of the City's written directive. No such rejected or condemned materials or equipment shall again be offered for use in the Work. The Contractor shall, at the Contractor's expense, bring into Contract compliance all rejected material, equipment or work in a manner acceptable to the City.

The City may bring into Contract compliance the rejected material or equipment if the Contractor fails to comply with this Section. All costs shall be borne by the Contractor and will be deducted from the Progress Payment.

5-22 TEMPORARY SUSPENSION OR DELAY OF WORK

The City has the authority to suspend or delay the Work, wholly or in part, for any period the City deems necessary. The Contractor shall immediately comply with the City's written directive to suspend or delay the Work. The suspended or delayed work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the City. Public safety and convenience must be maintained throughout the suspension or delay in accordance with Sections 6-12, "Public Convenience and Safety", and 6-13, "Public Safety and Traffic Control", of these General Provisions.

Delays due to suspension of work shall be classified as Inexcusable or Excusable Delays in accordance with Section 7-12, "Delays", of these Specifications. Such suspension shall not relieve the Contractor of the Contractor's responsibilities as described in the Contract.

5-23 TERMINATION OF CONTRACT

5-23.01 Reasons for Termination

The City reserves the right to terminate the Contract or the Contractor's control over the Work for any of the reasons listed below.

5-23.01.A Termination for Convenience

The City may at any time and for any reason terminate the Contract or the Contractor's performance of the Work, in whole or in part.

If the Contract or the Contractor's control over the Work is terminated for cause and if it is later determined that the termination for cause was wrongful, such termination for cause automatically shall be converted to and treated as a termination for convenience. In such event, the Contractor shall be entitled to receive only the amount payable under Section 5-23.04 of these General Provisions, and the Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

5-23.01.B Termination for Cause

The City may terminate the Contract or the Contractor's control over the Work and so notify the Contract and the Contractor's sureties for the following causes:

- The Contractor is adjudged bankrupt or makes an assignment for the benefit of the Contractor's creditors, or if a receiver is appointed because of the Contractor's insolvency.
- The City has made a determination that the Contractor will be unable to complete the Work on or before the completion date as adjusted by Change Order, or the Contractor has not completed the Work on or before the completion date as adjusted by Change Order.
- The Contractor abandons the Work.
- The Work or any portion is sublet or assigned without the City's consent.
- The rate of progress is not in accordance with the Contract.
- Any portion of the Work is unnecessarily delayed.
- The Contractor willingly violates any terms or conditions of the Contract.
- The Contractor does not supply sufficient materials or properly skilled and staffed labor.
- The Contractor fails to promptly pay its Subcontractors.
- The Contractor disregards laws, ordinances, or City orders.
- The Contractor fails to correct defective work in response to defective work notices.
- The Contractor fails to comply with written directives.

5-23.02 Termination After Contract Time

In addition to any other rights it may have, the City may terminate the Contract or the Contractor's right to proceed at any time after the Contract Completion Date, as adjusted by Change Order. Upon such termination, in addition to the Contractor's other obligations under the Contract, the Contractor shall not be entitled to receive any compensation after such termination until the Work is completed, and the Contractor shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order, until the date of completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5-23.04 of these General Provisions.

5-23.03 Notice of Termination; City Completion

If grounds exist under Sections 5-23.01B or 5-23.02 above, then the City may issue to the Contractor and its sureties a Notice of Intent to Terminate the Contract or the Contractor's Control Over the Work for Cause. The Notice shall state the grounds for termination for cause that exist and demand that Contractor cure the grounds, or make satisfactory arrangement for cure of the grounds, within ten (10) days of the date of the Notice, or else the City will terminate the Contract or the Contractor's control over the Work.

If the Contractor fails to cure the grounds, or make satisfactory arrangement for cure of the grounds, stated in the Notice of Intent to Terminate within ten (10) days of the date of the Notice of Intent to Terminate, the City may give written Notice of Termination for Cause to the Contractor and the Contractor's sureties that the Contract, or a portion of the Contract, has been terminated and/or that the Contractor's control over the Work, or a portion of the Work, has been terminated for the reasons stated in the Notice of Termination. The Notice shall also demand that Contractor's surety take over and perform the Work through Completion. The Contractor's surety shall then have the right to take over and perform the Work through Completion. The City may take over the Work through Completion at the Contractor's and surety's expense if the surety does not commence performance within thirty (30) Calendar Days from the date of mailing the Notice of Termination or if immediate resumption of the Work is necessary to avoid significant additional cost.

If the City is forced to take over the Work, it may prosecute the same to completion by day labor, by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties shall be liable to the City for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the City may, without liability, take possession of and utilize in completing the Work, the Contractor's materials whether stored at the Site or elsewhere, that are necessary for completion. The City may also take possession of and use all or any part of the Contractor's tools, equipment and appliances on the premises to complete the Work. The City assumes the responsibility for returning such equipment in as good condition as when it was taken over, reasonable wear and tear excepted. The items shall be returned to the Contractor when the Work is complete or sooner, at the City's discretion. The City agrees to pay a reasonable amount for the use of such tools and equipment.

The Contractor hereby assigns to the City all of its interest in orders and/or contracts existing at the time of termination. The assignment of said orders and/or contracts shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts

which the City designates in writing.

Whenever the Contract or the Contractor's control over the Work is terminated for cause, the Contractor and its sureties and shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order and whether or not the termination date precedes or post-dates the adjusted Contract Completion Date, until the date of completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5-23.04 of these General Provisions.

Immediately upon receipt of a Notice of Termination for Cause or for Convenience, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work that is not terminated.

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

4. Assign to the City, in the manner, at the times, and to the extent directed by the City, all of the rights, titles, and interests of the Contractor under the orders and subcontracts so terminated. The City shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the City. The City's approval or ratification shall be final.

6. Transfer title to the City, and deliver in the manner, at the times, and to the extent directed by the City, fabricated or unfabricated parts, work in process, completed work, supplies, other material produced as a part of, or acquired in connection with, the terminated work, and the completed or partially completed drawings, information, and other property that, if the Contract had been completed, would have been submitted to the City.

7. Sell, in the manner, at the times, to the extent, and at the price that the City directs or authorizes, any property of the types referred to in Item 6 of this Section (Section 5-23.03). The Contractor is not required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed and at a price approved by the City. The proceeds of any such transfer or disposition shall be used to reduce any payments made to the Contractor under the Contract or be credited to the cost of the work covered by the Contract or paid as the City directs.

8. Complete performance of the Work not terminated by the Notice of Termination.

9. Take necessary action, or as the City directs, to protect and preserve the

property related to the Contract in which the City has an interest.

5-23.04 Payments to Contractor Upon Termination of Contract

In the event of a termination for convenience, the Contractor and the City may agree upon an amount paid to the Contractor for the total or partial termination of the Contract or of the Contractor's control over the Work. The amount may include those items specified in Chapter 9, "Changes and Claims", of these General Provisions. However, such agreed amount shall not exceed the Total Contract Price, reduced by the amount of payments already made and the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

If the Contractor and the City fail to agree on the amount to pay the Contractor because of the termination for convenience under this Section, the City shall determine the amount due the Contractor.

In the event of a termination for cause, the Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the City in finishing the work, plus all damages sustained or to be sustained by the City, including, without limitation, legal expenses, City forces, administration and management, direct and indirect, plus liquidated damages, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the Work, provided that sworn statements of said claims shall have been filed as required by Chapter 9, "Changes and Claims", of these General Provisions, the excess not otherwise required by the Contract Documents to be retained shall be paid to the Contractor. If the sum so expended to complete, plus the City's damages as described herein, plus liquidated damages, plus unpaid claims as described herein exceeds the unpaid balance of the Total Contract Price, the Contractor and the Contractor's surety are liable to the City for the amount of such excess.

5-23.05 Completion Not a Waiver of City Rights

No act by the City before the Work is finally accepted shall operate as a waiver or stop the City from acting upon any subsequent event, occurrence or failure by the Contractor to fulfill the terms and conditions of the Contract. The rights of the City pursuant to this Section 5-23 and all of its subsections are in addition to all other rights of the City pursuant to the Contract, and at law or in equity.

5-23.06 Survival of Obligations

No termination of this Contract or of the Contractor's control over the Work shall excuse or otherwise relieve the Contractor of its responsibilities under the Contract with respect to any Work performed prior to the date of termination, including, without limitation, its obligation to perform the Work in a good and workmanlike manner, free of defects, and in accordance with the Contract, its warranty obligations with respect to the Work, and its obligation to make all payments due. All of the Contractor's responsibilities under the Contract with respect to the Work performed prior to the date of termination shall survive any termination.

5-24 TERMINATION OF UNSATISFACTORY SUBCONTRACTS

When any portion of the Work subcontracted by the Contractor is not prosecuted in a satisfactory manner, the Contractor shall immediately terminate the subcontract upon written notice from the City. The Subcontractor shall not again be employed for any portion of the work on which the Subcontractor's performance was unsatisfactory. Substitution of a new subcontractor shall be accomplished in accordance with California Code.

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CHAPTER 6 LEGAL RELATIONS AND RESPONSIBILITIES

6-1 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall be familiar and comply with all Federal, State, and local laws, ordinances, codes and regulations which in any manner affect the Work, those engaged or employed in the Work or the material or equipment used in or upon the Work, or in any way affect the conduct of the Work. No pleas of misunderstanding of such laws, ordinances, codes, or regulations or of ignorance of the same on the part of the Contractor shall modify the provisions of the Contract. The Contractor and the Contractor's surety shall indemnify, defend and save harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duty authorized representatives against any claim for liability arising from, or based upon, the violation of any such law, ordinance, regulation, decree, or order, whether by the Contractor or by the Contractor's employees.

The attention of the Contractor is directed to certain laws that affect the Contract. The listing of these laws in this Chapter is not to be construed as a listing of all applicable laws. The Contractor is solely responsible for familiarity and compliance with all applicable laws.

Particular attention is called to the following:

6-1.01 Hours of Labor

Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any Subcontractor under the Contractor, in the execution of the Contract, shall not require more than eight (8) hours of labor in any Calendar Day, and forty (40) hours of labor in any calendar week, from any person employed by the Contractor in the performance of the Work under the Contract, except as permitted under the provisions of Labor Code Sections 1810 to 1815 of the Labor Code of the State of California. The Contractor shall forfeit, as penalty to the City, the amount specified in Labor Code section 1813 for each worker employed by the Contractor or any Subcontractor under the Contractor in the execution of the Contract for each Calendar Day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours, in violation of the provisions of Labor Code Sections 1810 to 1815.

Overtime shall be paid at the rate of not less than one and one half (1 1/2) times the basic rate of pay, or at such higher rate as may be required by the DIR, applicable statutes or collective bargaining agreements.

The City reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress. Overtime and shift work may be established by the Contractor with reasonable notice and the written permission of the City. Unless a different schedule for work is specified or approved by the Project Manager, no work other than overtime and shift work shall be done between the hours of 7:00 p.m. and 7:00 a.m., except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency. Failure of the Contractor to perform the work in accordance with this policy shall be deemed to be a failure on the Contractor's part to comply with the Contract and is cause for termination.

6-1.02 Prevailing Wage

Pursuant to Labor Code Section 1772, workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. Therefore, the Contractor and all Subcontractors on the Project shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel and subsistence, as determined by the Director of the DIR pursuant to Labor Code Section 1773. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at Rocklin3970 Rocklin Road, Rocklin, CA 95677 or on the internet at http://www/dir/ca/gov/OPRL/PWD.

The Contractor shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the DIR.

The responsibility to check prevailing wage rates is the Contractor's. Pursuant to Labor Code Section 1773.4 the Contractor may file with the Director of DIR or the Chief of the Division of Labor Standards Enforcement ("DLSE") a petition to review a determination of any rate or rates made by the Director of DIR. The Contractor may also petition the Director of DIR to make a determination for a particular craft, classification or type of work not covered by a general determination. Pending the review or determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the Bid or Total Contract Price shall be made if such assumption is incorrect.

The wage rates determined by the Director of the California DIR refer to expiration dates. Prevailing wage determinations with a single asterisk (*) after the expiration date that are in effect on the date of Notice to Contractors remain in effect for the duration of the Project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday wage rates, and employer payments to be paid for work performed after this date have been determined. If work extends past this date, the new rate shall be paid and should be incorporated in contracts entered into for the Project. The Contractor should contact the DIR as indicated in the prevailing wage determinations to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the duration of the Project.

The Contractor agrees that in the event of underpayment of wages to any employee on the Project, whether by the Contractor or any Subcontractor, the City may retain from payments due to the Contractor, an amount sufficient to pay such worker the difference between the wages required to be paid by the DIR and the wages actually paid such worker for the total number of hours worked. The City may disburse such retention to such employees.

For each worker paid less than the applicable prevailing wages for any work done under this Contract by the Contractor or any Subcontractor, the Contractor shall forfeit to City as a penalty the sum determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code Section 1775, over and above any retention or withholds otherwise authorized by the Contract. If a worker employed by a Subcontractor is paid less than the prevailing wages by the Subcontractor, the Contractor is not subject to this penalty assessment if the Contractor can demonstrate that it did not have knowledge of that failure of the Subcontractor to pay the prevailing wages and that it strictly complied with the

requirements of Labor Code Section 1775(b). In addition to applicable penalties, the Contractor or Subcontractor shall pay each worker the difference between the prevailing wage and the amount paid for every hour the worker was paid less than the prevailing wage.

6-1.03 Payroll Records

Contractor shall comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections 16401 through 16403 of Title 8, California Code of Regulations. The Contractor shall be responsible for compliance by all Subcontractors on the Project.

The Contractor and Subcontractors shall keep accurate payroll records, showing the name, address, Social Security number, work classification, dates of payroll period, 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 the Contractor and by each Subcontractor in connection with the Work. Such records shall be certified under penalty of perjury that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by its employees, and shall be available for inspection at all reasonable hours at the principal offices of the Contractor and Subcontractors in a manner set forth in Labor Code Sections 1776 and 1812. The Contractor shall be held responsible for all Subcontractors' compliance with this requirement.

Failure to submit timely, complete certified payrolls when requested shall entitle the City to withhold payment from the Contractor. Additionally, in the event of noncompliance with this section, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply. In the event of continued noncompliance, the penalties specified in subdivision (h) of the Labor Code section 1776 may be deducted from progress payments to the Contractor.

The Contractor shall not carry on its payrolls any person not actually employed by the Contractor, nor shall it carry on its payrolls employees of a Subcontractor. The Contractor shall show on its payrolls all persons actually employed by the Contractor on the Project, in any capacity. The Contractor shall supervise all Subcontractors to ensure that all Subcontractors comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of the Contractor, or any Subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the California State Auditor for a period of three (3) years after final payment. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

6-1.03A Additional Requirements for Labor Compliance

The Contractor shall comply with the following additional requirements and shall cause all Subcontractors on the Project, whether under contract with the Contractor or under contract with any Subcontractor, to comply.

The records kept by the Contactor and all subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and

DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished electronically to the Labor Commissioner of the DIR monthly, unless more frequent submission is required herein, and shall be furnished within 10 days of any separate request by the DIR or DLSE. Payroll records shall be furnished in a format prescribed by section 16401 of Title 8 of the California Code of Regulations, with use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and "Statement of Employer Payments" (DLSE Form PW26) constituting presumptive compliance with this requirement, provided the forms are filled out accurately and completely. Payroll data can be entered manually or uploaded into the electronic certified payroll reporting (eCPR) system once it is available.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require the Contractor and any of its subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed ("On-Site Visits"). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the City may, on its own or if required by the Labor Commissioner, withhold funds due to the Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate. The Contractor shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide the Contractor and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1)

a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the City has been directed to withhold; and (3) informs the Contractor or Subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a Subcontractor, the Contractor shall be notified of the nature of the violation and reference shall be made to Contractor's rights to withhold or recover payments from the Subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth above.

6-1.04 Nondiscrimination

The Contractor shall comply with Section 1735 of the Labor Code, which provides 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."

6-1.05 Apprentices

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor.

The Contractor and all Subcontractors shall comply with the requirements of Section 1777.5 and Section 1777.6 in the employment of apprentices. Violation of these requirements shall subject the Contractor and/or Subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of DIR, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices and/or on the OPRL website at www.dir.ca.gov/OPRL/PWD. Apprentices employed on the Project must at all times work with or be under the direct supervision of a journeyman or journeymen.

6-1.06 Workers' Compensation

Pursuant to Labor Code Section 1860, in accordance with the provisions of Section 3700 of the Labor Code, the Contractor is required to secure the payment of compensation to its employees.

6-1.07 Fair Labor Standards

The Contractor shall comply with the Fair Labor Standards Act of 1938 as amended (29 U.S.C. 3201 et seq.) as applicable.

6-1.08 Contractors License

The Contractor shall comply with Chapter 9 of Division 3 of the Business & Professions Code.

6-1.09 Use of Pesticides

The Contractor shall comply with all rules and regulations that govern the use of pesticides required in the performance of the Work, including any certifications that may be required for purchase, use, storage or application.

Pesticides include, but are not limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellants.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, 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 a pesticide.

6-1.10 Reporting Requirements and Sanctions

Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with the Contract will be considered noncompliance. At a minimum, documents required include:

1. List Of Subcontractors

   A list is required from the Contractor of all Subcontractors, including all lower tier Subcontractors, who are or will be performing work on the Project, using the format of Attachment B to the Bid Documents. This list is due within ten (10) Calendar Days after the date of the preconstruction conference or within ten (10) Calendar Days after the date of award of the subcontract. The later of the two dates will apply.

2. Certified Payroll Reports

   Certified Payroll Reports are required from the Contractor and each Subcontractor, regardless of the subcontract amount or the type of procurement, for every payroll period in which work is performed. These reports are due with progress payment requests and no later than ten (10) Working Days of the ending date of the payroll period.

3. Fringe Benefit Statement

A Fringe Benefit Statement is required from the Contractor and each Subcontractor if fringe benefits are paid to an approved plan, fund, or program. The statement is due with the first certified payroll report and any time the fringe benefit amounts change. The statement is not required if the fringe benefits are paid in cash to the employees.

4. Other Documentation

When required by the Special Provisions, other reporting documentation may be required depending on the source of funding for the project.

If the Contractor fails to comply with the provisions of this Section, the Contractor will be advised of the specific deficiencies and requested to make immediate corrections. The Contractor will also be advised that monetary deductions will be made for failure to effect corrections or delinquencies.

If the Contractor fails to correct a deficiency in the reporting requirements within fifteen (15) Calendar Days after notification, a deduction may be made. In such cases, the deduction will be ten percent (10%) of the estimated value of the work done during the month, except that the deduction will not exceed ten thousand dollars ($10,000), nor be less than one thousand dollars ($1,000), and will be deducted from the next progress payment.

Deductions for non-compliance will be in addition to all other deductions provided for in the Contract and will apply irrespective of the number of instances of noncompliance. Deductions will be made separately and cumulatively for each estimate period in which a new deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period will be released on the next progress payment. Otherwise, the deduction will be retained.

6-1.11 Subcontracting

The Contractor must comply with Section 4101 to Section 4113, inclusive, of the Public Contract Code.

6-1.12 Occupational Safety and Health

The Contractor must comply with all applicable provisions of the California Occupational Safety and Health Act (Labor Code Sections 6300 et seq.). The foregoing includes, but is not limited to, all applicable Title 8 Safety Orders issued by the State of California Occupational Safety and Health Administration (Cal/OSHA). Failure of the City to suspend the work or notify the Contractor of the inadequacy of the safety precautions or non-compliance with existing laws and regulations shall not relieve the Contractor of this responsibility.

6-2 INDEMNIFICATION

6-2.01 Contractor's Performance

To the fullest extent permitted by law, the Contractor shall indemnify, defend with counsel acceptable to the City, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions of this Contract, caused in whole or in part by any negligent or willful act or omission of the Contractor, its officers, employees, or agents, or anyone directly or indirectly acting on behalf of the Contractor, regardless of whether caused in part by a party indemnified hereunder. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the indemnified party in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of that indemnified party.

To the fullest extent permitted by law, the Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the Contractor, the Contractor's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, State or local law, including applicable administrative regulations.

The defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the site or as a result of the Work, whether such persons are on or about the site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

In claims against any person or entity herein indemnified that are made by an employee of the Contractor or an employee of any of the Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by the Contractor or by any of the Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts the Contractor or any of the Contractor's agents, independent contractors, Subcontractors or suppliers may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The defense and indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract.

The defense and indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

6-2.02 Indemnification of Adjacent Property Owners

In the event the Contractor enters into any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, State or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by the City prior to commencement of any work on or about such property. The Contractor also shall indemnify the City and other indemnities identified in Section 6-2.01 as provided in the Contract. These provisions shall be in addition to any other requirements of the owners of adjacent property.

6-3 CONTRACTOR'S LEGAL ADDRESS

Both the address given in the Bid and the Contractor's office in the vicinity of the Work are designated as places that samples, notices, letters, or other articles or communications to the Contractor may be mailed or delivered. The delivery to either of these places shall be deemed sufficient service to the Contractor and the date of such service shall be the date of delivery.

The address named in the Bid may be changed at any time by written notice from the Contractor to the City. Nothing herein shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to the Contractor.

6-4 CONTRACTOR NOT AN AGENT OF CITY

The Contractor shall be an independent contractor and not an employee, agent, or other representative of the City. Nothing in the Contract shall be construed to create any relationship of joint venture, partnership or any other association of any nature whatsoever between the City and the Contractor other than that of owner and independent contractor.

The City shall have the right to direct the Contractor as provided in the Contract. The aforementioned right of supervision shall not reduce or abrogate the Contractor's liability of all damage or injury to persons, public property, or private property that may arise directly or indirectly from the Contractor's execution of the Work.

6-5 SUBSTITUTION OF SUBCONTRACTORS

The Contractor shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contract Code, commencing with Section 4100, forbidding bid shopping and bid peddling, requiring accurate listing of all

Subcontractors, and requiring Subcontractors to be licensed. The Contractor shall not, without the written consent of the City: (a) substitute any party as Subcontractor in place of the Subcontractor designated in the original bid; (b) permit any such subcontract to be assigned or transferred; or (c) allow the subcontracted work to be performed by anyone other than the original Subcontractor listed on the bid. Consent for substitution or subletting shall only be given pursuant to Section 4107 of the Public Contract Code. Should the Contractor violate any of the provisions of this Section, the violation shall be deemed a breach of this Contract and the City shall have all remedies provided by California law, including but not limited to those provided in Public Contract Code Section 4110, allowing termination of the Contract or a penalty assessment of ten percent (10%) of the subcontract amount.

6-6 ASSIGNMENT OF CONTRACT

The Contract or the performance of the Contract may be assigned by the Contractor, but only upon written consent of the City and the Contractor's surety, unless the surety has waived its right of notice of assignment. No such assignment or subcontracting shall be permitted that would relieve the Contractor or the Contractor's surety of their responsibilities under the Contract.

6-7 ASSIGNMENT OF MONIES

The Contractor may assign monies due the Contractor under the Contract, and such assignment will be recognized by the City, if given proper notice, to the extent permitted by law. Any assignment of monies shall be subject to all deductions provided for in the Contract. All money withheld may be used by the City for the completion of the Work if the Contractor defaults.

6-8 PROTECTION OF CITY AGAINST PATENT CLAIMS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, and processes on or incorporated in the Work and shall indemnify and hold harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duly authorized representatives from all actions for, or on account of, the use of any patented materials, equipment, devices, or processes in the construction of, or subsequent operation of, the Work. Before final payment, if requested by the City, the Contractor shall furnish acceptable proof of a proper release from all costs or claims arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work.

6-9 RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work under the Contract, unless otherwise provided in the Contract.

The Work shall be under the Contractor's responsible care and charge until completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work, equipment or the materials occasioned by any cause, and shall bear the entire expense.

In no case shall the Contractor's use of Subcontractors in any way alter the position of the Contractor or the Contractor's sureties with relation to the Contract. When a Subcontractor is used, the responsibility for every portion of the Work shall remain with the Contractor. No Subcontractor will be recognized as having a direct contractual relationship with the City. All persons engaged in the Work under the Contract will be considered as employees of the Contractor and their work shall be subject to all the provisions of the Contract. The City will deal only with the Contractor who is responsible for the proper execution of the Work. The Contractor shall pay when due all valid claims of Subcontractors, suppliers, and workmen with respect to the Work.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by the City in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

If the Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery until authorized by the City, will be done at the Contractor's risk.

6-10 PERMITS AND LICENSES

Except as set forth in the Special Provisions, the Contractor shall, at the Contractor's sole expense, obtain all necessary permits and licenses for the construction of the Work, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health and safety. The Contractor shall also procure all permits and licenses necessary for the normal conduct of the Contractor's business and construction operations.

Unless otherwise noted in the Special Provisions, building, plumbing, heating, electrical, and similar permits that the Contractor is required to obtain from the City Building Department for City-owned projects will be obtained by the Contractor at City expense.

The California Environmental Quality Act of 1970 (CEQA) may be applicable to permits, licenses, and other authorizations that the Contractor shall obtain from local agencies in connection with performing the Work. The Contractor shall comply with the provisions of CEQA in obtaining such permits, licenses, and other authorizations, which will be obtained in time to prevent delays to the Work. The Contractor shall also comply with all mitigation measures identified in the Special and/or Technical Provisions.
Contractor shall also furnish the Engineer a copy of a valid, current City of Rocklin Business License obtained at Contractor expense prior to the commencement of the work.

6-11 GENERAL SAFETY REQUIREMENTS

6-11.01 Compliance With Safety & Health Regulations

Safety is a prime consideration in all City contracts. The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California or Federal Government. In no case shall the City or any of its agents, officials, officers, employees, independent contractors or representatives have either direct or indirect responsibility for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions and programs in connection with the Work, or for maintaining any safety or health conditions on the site, or for ensuring against or correcting any hazardous conditions on the site. The City or any of its agents, employees or independent contractors may call to the attention of the Contractor any safety, health or hazardous conditions at the site but, by doing so, does not assume any liability or responsibility for remediation or correction of the condition, which liability and responsibility lie solely with the Contractor.

The Contractor shall, upon request, submit to the City a copy of its Injury Illness Prevention Program (IIPP) (including Site Safety Plan and Code of Safe Work Practices) and all updates and revisions to the IIPP for review. The Contractor is required to fulfill the requirements of these programs during the prosecution of the work.

6-11.02 24-Hour Contact Information

The Contractor shall have on record with the City the following twenty-four (24) hour emergency contact numbers:

- Traffic control device supplier: Supplier of barricades, steel plates, delineators, channelizers, construction signs, and other traffic control equipment to be used during construction.

- Contractor representative: An employee of the Contractor having the authority to make decisions and the ability to respond to an emergency on the project at any time.

- Safety representative: The Contractor's Safety Representative shall have the authority to make decisions regarding safety and health concerns on the project and to direct the Contractor's personnel to abate any hazard identified by the City.

6-11.03 Work During Hours of Darkness

Working areas utilized by the Contractor during the hours of darkness shall be illuminated to conform to the minimum illumination intensities established by Cal-OSHA, Construction Safety Orders and the Traffic Control Plans (TCP).

6-12 PUBLIC CONVENIENCE AND SAFETY

6-12.01 Public Convenience

All work within public streets and/or roadway rights-of-way shall be done in an expeditious manner and cause as little inconvenience to the traveling public as possible. Vehicles, bicycles, and pedestrians must be allowed to pass at all times except during an emergency closure. See Section 7-8, "Peak Hours, Hours of Darkness, Holidays and Weekends", of these General Provisions for time limitations.

6-12.02 Pedestrian and Bicyclist Access

The Contractor shall not block the movement of pedestrian or bicycle traffic. The Contractor shall provide for pedestrian and bicycle traffic by phasing construction operations or by providing alternative pedestrian and bicyclist access through or adjacent to construction areas. Proper advance notice signage with reasonable detours shall be installed and maintained through all phases of construction. Access to pedestrian and bicycle devices at traffic signals shall be maintained at all times. At no time shall pedestrians be diverted into a portion of the street used for vehicular traffic or on to private property unless adequate lane closure signage is in place. Pedestrian and bicycle access shall consist of four-foot (4') wide bridges across trenches and four-foot (4') wide passageways through construction areas. Hand railings for pedestrians shall be provided when required by Cal/OSHA Regulations or the Americans with Disabilities Act (ADA) on each side of each bridge or passageway to protect pedestrians from hazards caused by construction operations or adjacent vehicular traffic. Railings or barricades, which border passageways located in roadway areas, shall be reflectorized on the side facing oncoming traffic. The provisions of this section 6-12.02 shall apply absent written approval from the City to the contrary.

6-12.03 Written Notification To Residences and Businesses

The Contractor shall notify, in writing, residents and business establishments along the route of the Work at least ten (10) Working Days prior to road closures and at least two (2) Working Days prior to disruption of ingress and egress. The notice provided to the residences or businesses shall include, at a minimum, schedule of closures with estimated closure times, closure location, alternate route or detour, and name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

The Contractor shall notify, in writing, residents and business establishments along the route of the Work at least two (2) Working Days prior to placing parking restrictions within the City right-of-way. The notice provided to the residences or businesses shall include, at a minimum, schedule of parking restrictions with estimated times, location, and a name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

6-12.04 Access To Driveways, Houses and Buildings

Access and passable grades shall be maintained to the extent feasible for business establishments and residents during construction. Safe and passable pedestrian, bicyclist, and vehicular access shall be provided and maintained. Access shall be continuous and unobstructed unless otherwise approved and shall be ADA compliant. When abutting property owner's access across the right-of-way line is to be eliminated, repaired, or replaced under the

Contract, the existing access shall not be closed until the replacement access facilities are completed and functional or suitable temporary access facilities are installed.

6-12.05 Property Damage

Any property damage caused by the Contractor shall be repaired at the Contractor's expense to the satisfaction of the City.

Pursuant to Public Contract Code Section 9201, the City shall provide the Contractor with timely notification of any third-party claims received by the City relating to this Contract. Such notification shall not create any rights or obligations on the part of the City to respond or otherwise act on behalf of the Contractor with respect to such third-party claims.

6-12.06 Erection of Signs To Expedite Passage of Vehicles

The Contractor shall erect such warning and directional signs as necessary or as directed by the City for expediting the passage of public traffic through or around the Work and the approaches. All warning and directional signs shall comply with the current version of the California-MUTCD.

6-12.07 Traffic Obstructions, Delays and Inconveniences

All public traffic shall be permitted to pass through the Work and the Contractor shall conduct operations that offer the least possible obstruction, delay, and inconvenience to the public.

6-12.08 Work On Private Property

The Contractor must obtain written permission from the owner of any privately owned property prior to beginning any work, storing materials or otherwise conducting any operations on said property. The written approval from the property owner must be on file with the City before any operations will be permitted on said property.

6-12.09 Hazardous Conditions Created

Whenever the Contractor's operations create a condition hazardous to pedestrians, bicyclists, or the traveling public, the Contractor shall, at the Contractor's own expense, furnish, erect and maintain any fences, covers, temporary railing (Type K), barricades, lights, signs and other devices necessary or as directed by the City to prevent accidents or damage or injury to the public or property.

If needed for public use, roadway excavation shall be conducted to maintain a smooth and even surface satisfactory for use by public traffic at all times. The surface of the roadbed shall be kept in a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic as determined by the City.

Temporary facilities that the Contractor uses to perform the Work or store or stage material or equipment shall not be installed or placed where they will interfere with the free and safe passage of public vehicular, bicycle, or pedestrian traffic.

6-13 PUBLIC SAFETY AND TRAFFIC CONTROL

6-13.01 General

All traffic controls shall be installed in accordance with the latest edition of the Caltrans "California-MUTCD."

6-13.02 Responsibility For Safety

It is the Contractor's responsibility to provide for public safety and traffic control. The City may review the Contractor's operations and inform the Contractor if an unsafe or hazardous condition is observed. The Contractor may be directed verbally or via Field Directive, letter, email, or other means to abate the hazard. The Contractor must comply with all directives for hazard abatement immediately and within the timeframe imposed by the City.

6-13.03 Passage of Emergency Vehicles

The Contractor shall provide for the uninterrupted passage of emergency vehicles through the Work zone at all times regardless of the controlled traffic conditions in place at the time.

6-13.04 Furnishing, Installing, and Maintaining Traffic Controls

Appropriate traffic control shall be furnished by the Contractor to provide an adequate warning to the public of dangerous conditions to be encountered during construction at all hours of the day or night. Warning and directional signs shall be erected and maintained as required by the City and by law. All traffic controls shall be installed as required by the Specifications.

6-13.05 Inadequate Traffic Controls and After-Hour Maintenance and Repairs

Should the Contractor appear negligent in furnishing and maintaining sufficient traffic control devices or protective measures or fail to provide flaggers as necessary to control traffic, the City may direct the Contractor, at the Contractor's expense, to abate the hazard.

Should the City identify the inadequacy of warning devices and protective measures, that action shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Should the Contractor fail to properly furnish or maintain traffic controls, or correct a hazard caused by inadequate or inappropriate traffic control, the City will abate the hazard. All City costs to abate the hazard shall be reimbursed by the Contractor or deducted from the progress payment. If the Contractor is not available to perform after-hour maintenance and repair to traffic control devices, the City will correct the situation and deduct all costs from the progress payment.

6-13.06 Competent Flaggers

The Contractor shall provide competent and professional flaggers to control traffic when necessary or requested by the City. All flaggers shall be trained as required by Cal-OSHA

regulations and shall be prepared to provide verification of such training to the City when requested.

6-13.07 Construction Signs

The Contractor is responsible for supplying, installing, and maintaining all construction signs and posts. The Contractor will receive direction from the City as to the specific locations and placement of each sign. Regulatory signs or guide signs shall be supplied, erected, and maintained by the Contractor, subject to City approval, and shall be protected from damage from construction activities by the Contractor throughout the duration of the Project.

6-13.08 Temporary Bridging of Excavations and Trenches

Whenever necessary or requested by the City, excavations shall be bridged with steel plates to allow an unobstructed flow of traffic.

1. Asphalt concrete "cutback" shall be placed around the edges of the plate to provide a ramp and smooth transition from the pavement to the plate to minimize wheel impact. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V).

2. Bridging shall be secured against displacement by using railroad spikes or other approved fastening devices.

3. Bridging shall be placed and secured to work to minimize noise levels.

4. Steel plates used for bridging shall extend at least one (1) trench width on each side beyond the edges of the trench. Any deviations from these requirements must be designed by a registered engineer and reviewed by the City.

5. Depending upon the depth of the excavation, soil type, vibration, and other variables, the trench may require shoring to support bridging. The excavation shall be designed by a State Registered Civil Engineer or other appropriate professional if there is any question about the capability of the excavation and bridging to support the forces of traffic.

WIDTH OF EXCAVATION	MINIMUM THICKNESS OF STEEL PLATES
2.0 ft. or less (0.6 m or less)	7/8 inch (22 mm)
3.0 ft. (0.9 m)	1 inch (25 mm)
4.0 ft. (1.2 m)	1-1/4 inch (32 mm)

In sidewalk areas, one and one-eighth inch (1-1/8") plywood may be substituted for steel plating. Such plywood shall be secured to prevent removal by unauthorized persons. Asphalt concrete "cutback" or other non-displaceable material must be used to provide a ramp for pedestrian and handicap access. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V). Vehicular travel over backfilled but unpaved excavations will not be allowed, unless the Contractor provides a

temporary surface suitable for driving consisting of at least two inches (2") of plant mix asphalt over six inches (6") of aggregate base, concrete slurry (completely cured), or traffic plates placed over the excavated area of sufficient width and thickness as indicated in this Section.

6-13.09 Entering and Leaving the Construction Zone

Construction equipment shall enter and leave the roadway by moving in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a safe manner that will not endanger the workmen or the public. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment operators shall yield to public traffic.

6-13.10 Existing Traffic Signals and Lighting Systems, Signs and Pavement Markings

Existing traffic signals and highway lighting systems shall be kept in operation during progress of the Work. When traffic signal shutdown is permitted by the City, the Contractor shall notify the City at least five (5) Working Days prior to shut down. Traffic signal detectors accidentally cut or damaged during construction shall be repaired or replaced by the Contractor at the Contractor's expense and be operational within seventy-two (72) hours. When traffic signals are approved for shutdown, the Contractor shall control traffic by use of flaggers as directed by the City. "STOP" signs will not be permitted at these locations, unless allowed by the City.

Existing signs and pavement markings shall be maintained by the Contractor and shall not be removed or altered without City approval.

6-13.11 Bus Stops

If construction operations will obstruct a bus stop, the Contractor shall notify the Transit provider five (5) Working Days in advance of beginning that portion of the Work and make provisions agreeable to the transit provider to provide an alternate location where people can safely board the bus.

6-13.12 Dust

Water or dust palliative shall be applied if ordered by the City for the alleviation or prevention of dust nuisance caused by the Contractor's operations as provided Chapter 10 of these General Provisions.

6-13.13 Removal of Spillage From Roadway

The Contractor shall immediately remove any spillage resulting from hauling operations along or across any public traveled way.

6-14 CONFINED SPACES

6-14.01 Contractor Responsibilities and Qualifications

When working in a confined space, the Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, the Contractor shall submit for City review:

1. The Contractor's procedures for confined space operations.

2. Copies of all documents and certificates that qualify the Contractor to safely perform work in permit-required confined spaces. The Contractor shall also submit all applicable Material Safety Data Sheets (MSDS) and hazard information on chemicals, products, materials, or procedures.

3. Sufficient documentation and evidence that a permit-required confined space entry can be made in accordance with Article 108. Documentation shall include, but not be limited to the following:

    - Equipment availability, suitability, and integrity.
    - Personnel training.
    - Experience.
    - Supervision.
    - Safety.
    - Accident experience.
    - Permit-required confined space policy.
    - Hot work procedures (if applicable).
    - Lock-out/tag-out procedures (if applicable).

The Contractor's submittal shall be made thirty (30) Calendar Days prior to any confined space entry in accordance with Section 5-8, "Contractor's Submittals," of these General Provisions.

The Contractor will not be allowed to make a permit-required confined space entry until the City has reviewed the Contractor's qualifications and proposed methods.

The Contractor shall conform to the procedures established by the Contractor's submittal during all confined space operations. The Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. The Contractor shall also provide all monitoring, safety, and communications equipment required for confined space operations.

6-14.02 Existing Sewers and Storm Drains

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drainpipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

6-14.03 Joint City – Contractor Entries

Unless otherwise directed in writing by the City, when City employees work alongside the Contractor in a permit-required confined space, the permit procedures for both the City and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.

6-15 TRAFFIC CONTROL PLANS (TCP)

6-15.01 Traffic Pattern Changes

The Contractor shall notify the City in advance of the Contractor's desire to change any existing traffic patterns. Traffic lanes for public use shall be at least ten feet (10') in width. Whenever feasible an additional four feet (4') shall be provided for a bicycle lane. If it is not feasible to provide a separate bicycle lane, the Contractor shall post signage before the construction area stating, "SHARE the Road with Bicyclists." Additionally, when the lane is shared, the Contractor shall post signage for a maximum speed limit of 25 MPH in the shared lane. For traffic pattern changes that do not require a road closure, the Contractor shall provide the City with a minimum of five (5) Working Days advance notification, unless otherwise approved or deemed an emergency lane closure by the City. For all road closures, the Contractor shall provide the City with a minimum of twenty (20) Working Days' notice prior to the desired closure date, unless otherwise approved or deemed an emergency road closure by the City.

6-15.02 Traffic Control Plans (TCP)

The Contractor shall submit a Traffic Control Plan (TCP) to the City for review. The TCP shall show traffic control measures to be used for vehicles, bicyclists, and pedestrians affected by the construction. Five (5) sets of the TCP shall be submitted on eleven-inch by seventeen-inch (11"x17") (minimum) paper. The Contractor will not be allowed to begin work associated with the road or lane closure until the TCP is reviewed by the City.

TCPs will be reviewed and returned within twenty (20) Working Days.

The City reserves the right to extend the review period or request and review a TCP if special conditions warrant.

Detours used exclusively by the Contractor for hauling materials and equipment shall be constructed and maintained by the Contractor at the Contractor's expense. If the Contractor's operations are damaging the roadway, the City has the authority to regulate the Contractor's operations and direct the Contractor to repair the roadway at the Contractor's expense.

6-16 BARRICADING OPEN TRENCHES

Any excavation permitted by the City to be left open shall be barricaded with Type I, Type II, or Type III barricades with reflective tape and flashers as approved or directed by the City. Signs stating "OPEN TRENCH" shall be posted when requested by the City. All open excavated areas shall be barricaded with at least two (2) Type III barricades at the end of the excavation that faces oncoming traffic. Any excavation within four feet (4') of the traveled way, not protected by K-rail or a similar traffic control barrier approved by the City, shall be backfilled at the end of the work shift or plated in accordance with Section 6-13.08, "Temporary Bridging of Excavations and Trenches," in this Section of these General Provisions.

6-17 EXISTING UTILITIES

6-17.01 General

The Contractor shall coordinate and fully cooperate with the City and utility owners for the location, relocation, and protection of utilities. The Contractor's attention is directed to the existence of utilities, underground and overhead, necessary for all buildings in the Work area. The Contractor shall arrange with utility owners for the location of service lines serving these buildings in advance of the actual construction and for the relocation of such facilities, if necessary, by the utility owner or the Contractor.

6-17.02 Maintenance and Protection

Unless otherwise shown or specified in the Contract, the Contractor shall maintain in service all drainage, water, gas, sewer lines, power, lighting, telephone conduits, and any other surface or subsurface utility structure that may be affected by the Work. However, the Contractor, for convenience, may arrange with individual owners to temporarily disconnect service lines or other facilities along the line of the Work. The cost of disconnecting and restoring such utilities shall be borne by the Contractor.

Unless otherwise specified in the Special Provisions, the Contractor shall protect all existing utilities on all projects being constructed, whether inside or outside of highway rights-of-way. The utility owner in these cases may elect to provide the necessary protective measures and bill the Contractor for the cost. "Existing utilities" includes traffic control devices, conduits, streetlights, and related appurtenances. Existing utility facilities that are to be relocated, including traffic signals and light poles, shall be relocated prior to paving. No paving shall be performed around existing utility facilities that are to be relocated.

6-17.03 Exact Locations Unknown

The locations of existing utility facilities shown on the Plans are approximate and represent the best information obtainable from utility maps and other information furnished by the various utility owners involved. The City warrants neither the accuracy nor the extent of actual installations as shown on the Plans. There may be additional utilities on the property unknown to either party to the Contract. If, during the course of the Work, additional subsurface utilities are discovered, the City may make adjustments to the Work. Compensation for such adjustments will be in accordance with Chapter 9, "Changes and Claims", of these General Provisions.

In accordance with Government Code Section 4215, the City will compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing, relocating or protecting existing main or trunk line utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the Work necessarily idled during such work. In no event shall the City be liable for any further or additional costs resulting directly or indirectly from any such occurrence.

Compensation will be in accordance with Chapter 9, "Changes and Claims", of these General Provisions. Nothing herein shall be deemed to require the City to indicate the presence of existing utility services, laterals, or appurtenances whenever their presence can be inferred from other visible facilities such as buildings, meters, junction boxes, valves, service facilities, identification markings, and other indicators on or adjacent to the Work.

If the Contractor discovers utilities not identified in the Plans or Specifications, the Contractor shall immediately notify the City and the utility owner by the most expeditious means available and later confirm in writing. If the completion of the Work is delayed by failure of the City or the utility owner to remove, repair, or relocate the utility, such delay may be an excusable delay as defined and provided for in Section 7-12.02, "Excusable Delays", of these General Provisions. Nothing herein shall preclude the City from pursuing any appropriate remedy against the utility for delays that are the responsibility of the utility. The Contractor shall not be assessed liquidated damages for delay in completion of the Work for that portion of such delay as is caused by failure of the City or the owner of a utility to provide for the removal or relocation of existing utilities.

6-17.04 Underground Service Alert (USA)

The City is a member of the Underground Service Alert North (U.S.A.) one-call program. Except in an emergency, the Contractor and any Subcontractor planning to conduct any excavation shall notify the U.S.A. at least two (2) Working Days, but no earlier than fourteen (14) Calendar Days, in advance of performing excavation work. U.S.A. can be reached by calling 811 or going to www.usanorth811.org. U.S.A. does not accept emergency calls. For emergency repairs, the Contractor or any Subcontractor planning to conduct an excavation, must contact the designated City representative. The provisions of Government Code Sections 4216 through 4215.9, inclusive, shall be followed.

Each phase of the Project shall be called into U.S.A. and continuing excavation reported every fourteen (14) Calendar Days. The Contractor shall not call into U.S.A. the entire Project boundaries or, on road construction projects, the entire length of the project. The excavator shall only request the marking of facilities within the area to be excavated within fourteen (14) Calendar Days of the call. U.S.A. will provide an inquiry identification ("Ticket") number to the person contacting the center. The U.S.A. ticket number shall be available to the Inspector at the job site along with the date U.S.A. was called. If the U.S.A. notifications are not kept up-to-date, the excavation will be stopped, and a new two (2) Working Day notice will be required before continuing the excavation. If, at any time during an excavation for which there is a valid ticket number, the field markings are no longer reasonably visible, the Contractor shall contact U.S.A.to have the area re-marked. The Contractor shall allow two (2) Working Days for re-marking of facilities.

Prior to calling U.S.A., the Contractor shall clearly mark the excavation site with white, water-soluble, or spray chalk paint in paved areas or place flags, stakes, whiskers, or some other approved method in unpaved areas. The Contractor shall determine the exact location (twenty-four inches (24") from outside edge on either side of the facility) of utilities in conflict with the proposed excavation by exposing the subsurface installation with hand tools before using any power-operated or power-driven equipment. The Contractor is responsible for protecting operators' markings or markers until they are removed.

Prior to Final Acceptance, all U.S.A. markings shall be removed by the Contractor to the satisfaction of the City. During the progress of the Work, markings shall be removed by the Contractor to the satisfaction of the City. During the progress of the Work, markings or markers shall be removed within two (2) months of the date the markings or markers are no longer needed or upon completion of the work, whichever comes sooner. The City will accept natural weathering of the markings if the markings disappear within the two-month period or prior to Final Acceptance. If the markings are in brick pavers or concrete areas and if, by natural weathering or other approved removal methods, the markings still remain, the Contractor must replace the concrete or the brick pavers in-kind, unless the utility operator has failed to use chalk-based paint or other non-permanent marking materials. Contractors and utility operators are encouraged to avoid marking in these areas by using offset markings. Removal methods shall be non-destructive and residual shadowing shall not remain.

Removal of markings shall comply with requirements of any applicable Federal, State, and local laws, rules, or regulations.

U.S.A. markings not removed by the required time lines may be removed and the sidewalk or street repaired/replaced by the City at its discretion. The City will charge the Contractor a service fee equal to the actual costs of removal for removing the markings and making any repairs and/or replacements. This fee will include the cost to comply with any applicable Federal, State, and local laws, rules, or regulations.

6-17.05 Damage to Existing Utilities

The Contractor shall notify the affected utility of any contact, scrape, dent, nick, or damage to their facility. Any operator or excavator who negligently violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed ten thousand dollars ($10,000). Any operator or excavator who knowingly and willfully violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed fifty thousand dollars ($50,000).

6-17.06 Markings

The following table designates color codes and symbols that shall be used by the Contractor and the utility owners to identify utilities:

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
Color	**Symbol Name**	**Name**
Safety Precaution	W	Water

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
Blue		
Safety Alert Orange	FA Tel R TV WU	Fire Alarm Telephone/Communication Railroad Television/CATV Western Union
Safety Green	S D	Sewer Storm Drain
Safety Red	L E T	Street Lighting Electric Traffic Signals
High Visibility Safety Yellow	G Company Name	Gas Oil or Chemical Steam
Purple	RW	Reclaimed Water
Pink/Fuchsia	TSM	Temporary Survey
White	USA	Proposed Excavation – Paint outline of proposed excavation area with white dotted line

6-18 APPROVAL OF CONTRACTOR'S PLANS NO RELEASE FROM LIABILITY

The review or approval by the City of any submittal, working drawing or any method of work proposed by the Contractor shall not relieve the Contractor of any of the Contractor's responsibility for any errors and shall not be regarded as any assumption of risk or liability by the City or any officer, official, agent, employee, member, volunteer, affiliate, or their duly authorized representatives. The Contractor shall have no claim under the Contract because of the failure or partial failure or inefficiency of any reviewed or approved plan or method. City review or approval means that the City has no objection to the Contractor using the proposed plan or method at the Contractor's responsibility and risk.

6-19 CONTRACTOR SHALL NOT MORTGAGE EQUIPMENT

The Contractor shall not mortgage or otherwise convey the title of the plant, machinery, tools, appliances, supplies, or materials that may at any time be in use, or further required or useful, in the prosecution of the Work, without prior written consent of the City.

6-20 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 installed, attached or affixed to the Work, and on which partial payments have been made by the City. All such materials shall be the property of the Contractor and the City jointly as their interests may appear, and shall not be removed from the Work by the Contractor without the City's consent.

6-21 EXCAVATION AND TRENCH SAFETY

6-21.01 Permit

The Contractor must obtain a permit from the Division of Industrial Relations per Labor Code Section 6500, as specified in California Code of Regulations, Title 8, Article 6, Section 1539 "Permits" of the Construction Safety Orders, for all excavations five feet (5') or deeper to which an employee is required to descend. The permit shall be kept at the construction site at all times.

6-21.02 Shoring, Bracing. Shielding, and Sheeting

In accordance with Labor Code Section 6705, at least five (5) Working Days in advance of excavation of any trench or trenches five feet (5') or more in depth, with a total value of twenty-five thousand dollars ($25,000) or more, the Contractor shall submit to the City a detailed plan showing the design of shoring, bracing, sloping, or other provisions for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a California Licensed Professional Civil or Structural Engineer. A signed copy of the detailed plan shall be on the site at the time of the excavation. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the City or any of its employees. These systems must support the sides of the excavation and prevent soil movement that could cause injury to any person or structure. Any damage resulting from a lack of adequate shoring, bracing, shielding or sheeting shall be repaired at the Contractor's expense.

The Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that exists.

A Competent Person, as defined in California Code of Regulations, Title 8, Construction Safety Orders, Section 1504, "Definitions," shall be on site at all times when the Contractor's employees are working within the trench. A "Competent Person" is one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

The price bid for work that will require an excavation of five feet (5') or deeper (or less if conditions warrant) shall include the cost of adequate sheeting, shoring, and bracing, or equivalent method conforming to applicable safety orders, unless a separate Bid Item for such work is included in the bid form.

6-22 PRESERVATION OF PROPERTY

Trees and shrubbery that are to remain, pole lines, fences, signs, traffic control devices, striping, survey markers and monuments, buildings and structures, conduits, under- or above-ground pipelines, and any other improvements and facilities shall be protected from injury or damage. If ordered by the City, the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, said objects shall be replaced or restored at the Contractor's

expense to a condition as good as when the Contractor entered upon the Work. The Contractor shall receive City approval before the removal of any road sign or permanent traffic control device that interferes with the Work.

6-23 OVERLOADING

The Contractor shall determine safe loading capacities and shall not overload any structure, equipment, pavement, or material beyond its safe capacity, or significantly deteriorate the preconstruction condition, during construction. In addition to assuming full responsibility for bodily injury resulting from any such overloading, the Contractor shall repair to the City's satisfaction or reimburse the City for the costs of repairing the damage. For pavement assessment prior to construction, contact the City Public Works Department.

CHAPTER 7 - PROSECUTION OF THE WORK

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CHAPTER 7 PROSECUTION OF THE WORK

7-1 BEGINNING OF WORK

No work may take place prior to receipt of the executed Contract and review of the prescribed bonds and insurance. Upon receipt of the executed Contract and approval of the bonds and insurance by the City, a Notice to Proceed will be issued which will constitute authorization to begin work. The counting of Contract Time shall begin upon issuance of the Notice to Proceed or other date as specified in that notice.

7-2 AMOUNT OF WORK UNDER CONSTRUCTION

The Contractor shall not have more work under construction than can be undertaken properly with regard to the rights of the public and the safety and integrity of the Project.

7-3 PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS

Prior to beginning work, but within ten (10) working days of issuance of the Notice to Proceed, a preconstruction conference shall be held for the purpose of reviewing the Work. The Contractor must attend this preconstruction conference, and shall invite Subcontractors and others necessary to ensure all topics are adequately covered. Topics discussed include, but are not limited to, mobilization, access, temporary facilities, utilities, subcontractors, schedules, procedures, correspondence, progress payments, payroll records, Storm Water Pollution Prevention Plans (SWPPP), coordination, safety, after-hour contacts for Contractor and City personnel, quality control/quality assurance, personnel assignments, and other topics as appropriate.

Progress meetings, as stipulated in the Special Provisions or as required by the City, will be conducted throughout the duration of the Contract. The purpose of these meetings is to inform, discuss, and resolve issues related to the Work; the Contractor or the Contractor's agent shall attend. Topics discussed include, but are not limited to, progress, schedules, safety, SWPPP, RFI's, Change Orders, Field Directives, field coordination, submittals, quality control/quality assurance, testing, startup, safety, and other topics related to the Work.

The City may prepare minutes of all meetings. If minutes are prepared, the City will endeavor to send them to Contractor within two (2) Working Days. Contractor will endeavor to respond within two (2) Working Days with any corrections to the minutes, and any portion of the minutes not corrected by Contractor will be deemed as accurate. The City or Contractor may audiotape or videotape these meetings to create a record of the meeting, and a copy of any tape recordings shall be provided as part of the minutes.

7-4 WORK TO BE UNDERTAKEN WITH ADEQUATE SUPERVISION, LABOR FORCE, EQUIPMENT AND METHODS

The Contractor shall undertake the Work under the Contract with all materials, tools, machinery, apparatus, and labor necessary to complete the Work as described, shown, or reasonably implied under the Contract, or as directed by the City, on or before the scheduled Contract Completion Date.

If Contractor is not diligently proceeding with the prosecution of the Work as set forth in the construction schedule (see Section 7-5, "Schedules", of these General Provisions), Contractor shall, immediately and at no additional cost to City, take all measures necessary to ensure completion within the Contract Time, including but not limited to increasing the number of employees, working overtime, working additional shifts or crews, and working Saturdays, Sundays, or holidays, subject to other requirements in these provisions.

7-4.01 Superintendence

The Contractor shall keep on the Work, throughout its progress, a competent superintendent who shall have complete authority to represent and act for the Contractor. Such superintendent shall be capable of reading and understanding the Contract, and shall receive and follow any instruction given by the City.

Whenever the Contractor or the Contractor's superintendent is not present on a particular part of the Work where it may be desired to give direction, orders will be given by the City and shall be received and obeyed by the foreman or other representative who may have charge of the particular work in reference to which the orders are given, or the City may stop the work until the Contractor or the Contractor's superintendent arrives.

7-4.02 Labor

Workers, laborers, or mechanics skilled in each class of work shall accomplish every part of the Work. The Contractor is responsible for the efficiency, safety and adequacy of its labor force and those of all Subcontractors.

7-4.03 Equipment and Methods

Only equipment and methods suitable to produce the quality required by the Contract will be permitted to operate on the Work. Except as specified in Section 5-7, "Contractor's Equipment", of these General Provisions, or in the Special Provisions or Technical Specifications, equipment shall be that used in general practice for the work undertaken. If any part of the Contractor's plant, equipment, or methods of executing the Work is unsafe, inefficient, or inadequate to ensure the required quality or rate of progress of the Work, the City may order the Contractor to modify the Contractor's facilities or methods. The Contractor shall promptly comply with such orders at the Contractor's expense. However, neither compliance with such orders nor failure of the City to issue such orders shall relieve the Contractor from the obligation to secure the degree of safety, the quality of the Work, and the rate of progress required by the Contract. The Contractor is responsible for the safety, adequacy, and efficiency of its plant, equipment, and methods.

7-5 SCHEDULES

The Contractor shall submit a baseline schedule and updated schedules in accordance with this Section 7-5 and Section 5-8, "Contractor's Submittals", of these General Provisions, which shall illustrate the Contractor's planned schedule for carrying out the Work and completing the Work within the Contract Time. The Contractor's updated schedules shall show the as-built schedule for work completed.

All schedules must show completion by any milestone dates required in the Contract Documents and the Contract Completion Date. Contractor expressly waives any early completion delay claim. Contractor has the right to try to complete the Work ahead of any milestone date and/or the Contract Completion Date, but if Contractor is somehow delayed from doing so, Contractor may not base a claim for additional compensation on such delay.

Contractor acknowledges that a purpose of submitting reasonable, accurate and adequate schedules is to protect the City and Contractor against unjustified delay and disruption claims or unjustified rejections of such claims. Contractor agrees to devote all resources necessary to provide scheduling services, as with any other item of Work on the project. Contractor agrees that its failure to submit reasonable, accurate and adequate schedules will bar claims by Contractor for additional compensation and/or time extensions based on the information contained in such a schedule, including but not limited to delay, disruption or inefficiency claims.

The City will review all schedules for conformance with the Contract. City review and/or approval of a schedule does not relieve the Contractor of responsibility for the feasibility of the schedule or for accomplishing milestones and completion within Contract Time, nor does City review and/or approval warrant or acknowledge the reasonableness of the schedule's logic, durations, labor estimates, or equipment productivity. City review and/or approval of a schedule does not indicate approval by the City of the schedule, nor does it relieve Contractor of responsibility for any characteristics of the schedule that breach the Contract or that are unreasonable, inaccurate, inadequate, or deficient.

If no separate item is provided in the Bid Form for scheduling, the cost for preparing the baseline schedule and preparing updates and revisions of the baseline schedule shall be included in payments for mobilization. If no bid item for mobilization is included in the Bid Form, conformance with this provision is incidental to and included in the various bid items and no additional payment will be made. Updates and revisions of the schedules are included in the prices paid for other items of work.

Because the City places a high value on the importance and use of project scheduling information as a management tool in achieving the completion of the Work as planned, the City will deduct 10 percent (10%) of the monthly progress payment, but not more than twenty-five thousand dollars ($25,000), for failure by the Contractor to timely obtain the approved Contract Schedule or to any monthly updated Progress Schedule, as required by the Specifications, with each monthly progress payment request. These deductions are cumulative, and will be made for each and every month that the Contractor fails to provide the required information. The monthly updated schedule and narrative shall be accurate, reflect actual events on the Project, and meet all requirements of the Specifications. If the Contractor does not correct the deficiency by providing an acceptable schedule within ten (10) Calendar Days of the City's receipt of the monthly progress payment request, the deduction may become permanent via a deductive Change Order. The City may withhold payments from the Contractor until a satisfactory baseline schedule, update, or revision has been submitted and reviewed.

7-5.01 Baseline (Contract) Schedule

Within 21 Calendar Days after receiving the Notice to Proceed, the Contractor shall submit a detailed proposed baseline schedule presenting an orderly and realistic plan for completion of

the Work, in conformance with the requirements of the Specifications. The proposed baseline schedule shall be in electronic format (*e.g.,* CD, DVD, or flash drive but not .pdf).

The proposed baseline schedule shall comply with the following requirements, unless modified by the City:

1. A time scaled CPM type schedule showing the mathematical analysis of the CPM network diagram and prepared in the version of software subject to City acceptance.

2. No activity on the schedule shall have a duration longer than fourteen (14) Working Days, with the exception of fabrication and procurement activities, unless otherwise approved by the City. Activity durations shall be the total number of actual days required to perform that activity including consideration of weather impact on completion of that activity.

3. Procurement of major equipment, through receipt and inspection at the job site, identified as a separate activity.

4. Owner furnished materials and equipment if any, identified as separate activities.

5. Dependencies (or relationships) between activities.

6. Processing/approval of submittals and shop drawings for major equipment. Activities that are dependent on submittal acceptance and/or material delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.

7. Separate buildings and other independent project elements shall be individually identified in the network.

8. Fourteen (14) Working Days for developing punch list(s), completion of punch list items, and final clean-up for the work or any designated portion thereof. No other activities shall be scheduled during this period.

9. Interface with the work of other contractors (or entities).

Each activity shown on the proposed baseline schedule shall have the following minimum information:

- Unique number(s) for each activity
- Activity description
- Activity relationships and dependencies (logic)
- Activity duration in Working Days

- Early start, early finish, late start, late finish dates (calendar date, i.e., day, month, year)
- Total float, free float
- Interim milestone dates and completion dates
- Detailed list of work contained within each activity
- Manpower loading for each item of work for unit price contracts
- Cost loading for each item of work for lump sum contracts

The City will review the proposed baseline schedule for conformance with the requirements of the Contract and, within seven (7) Calendar Days after receipt, will approve the proposed baseline schedule or will return it with comments. If the proposed baseline schedule is not approved, the Contractor shall revise the schedule to incorporate comments and resubmit the schedule for approval within seven (7) Calendar Days after receiving it. The approved schedule shall become the Contract Schedule.

The Contract Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. The responsibility for developing the Contract Schedule and monitoring actual progress as compared to the schedule rests with the Contractor.

Failure of the Contract Schedule to include any element of the work or any inaccuracy in the Contract Schedule will not relieve the Contractor from responsibility for accomplishing all the Work in accordance with the Contract.

Approval of the Contract Schedule will not relieve the Contractor of the responsibility for accomplishing the Work in accordance with the Contract and the Contract Time.

7-5.02 Progress Schedules

The Contractor shall submit to the City each month with its payment application an electronic and hard copy up to-date Progress Schedule with a narrative describing the general status of the Work and addressing any problem areas or delays, with impacts on critical path items of work highlighted. A corrective course of action shall also be included when problem areas or delays are encountered. The Progress Schedule shall be in the same software format and version as that used to create the Contract Schedule and shall include:

1. The Contractor's estimated percentage complete and remaining duration for each activity not yet complete.
2. Actual start/finish dates for activities as appropriate.
3. Identification of processing errors, if any on the previous update reports.
4. Revisions, if any, to the assumed activity durations including revisions for weather impact for any activities due to the effect of the previous update on the schedule.

5. Identification of activities that are affected by requested or proposed changes to the Work.

6. Resolution of conflict between actual work progress and schedule logic. When out of sequence activities develop in the Contract Schedule because of actual construction progress, the Contractor shall submit revisions to schedule logic to conform to current status and direction.

The City will review the updated schedule information and meet with the Contractor each month, unless the City requests more frequent meetings, to determine the status of the Work. If agreement cannot be reached on any issue, the Contractor will use the City's determination in the processing of the update.

Progress payments pursuant to the Contract will be based on the Progress Schedules.

7-5.03 Schedule Revisions

If the sequence of construction differs significantly, as determined by the City, from the Contract Schedule, the Contractor shall submit within fifteen (15) Calendar Days a revised schedule to the City for approval.

When a requested or proposed change to the Work will have an impact on the critical path, the Contractor shall submit a schedule fragnet showing this impact. If the requested or proposed change is accepted by the City, the schedule fragnet shall be incorporated into the Contract Schedule. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Sections 7-12, "Delays" and 7-18, "Extension of Time", of these General Provisions. No additional cost beyond that provided in Chapter 9, "Changes and Claims", of these General Provisions will be allowed for the incorporation of approved changes into the Contract Schedule.

Should the Contractor, after approval of the Contract Schedule, intend to change its plan of construction, it shall submit its requested revisions to the City, along with a written statement of the revision, including a description of the logic for rescheduling the work, methods of maintaining adherence to Intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to the City, they will be incorporated into the Contract Schedule in the next reporting period.

Schedule revisions shall be submitted at least seven (7) Calendar Days prior to the date of submission of updated information. The City will have seven (7) Calendar Days to review the revisions.

7-5.04 Short Interval Schedules

The Contractor shall, if required by the City, prepare a Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include all current activities and projected activities for the succeeding two (2) weeks. The SIS shall include actual start/finish dates for the preceding one (1) week. The SIS shall be submitted to the City prior to the each progress construction meeting. The Contractor shall participate in short interval scheduling coordination during the progress construction meetings.

7-5.05 Float

All float in any activity, milestone completion date, and/or Contract Completion Date is owned by the Project and, as such, is a resource available to both the City and the Contractor. Neither the City nor the Contractor owns the float time.

Unless otherwise provided herein, float is synonymous with total float and total float is the period of time measured by the number of Working or Calendar Days (as specified in the Contract) any non-critical path activity may be delayed before it and its succeeding activities become part of the critical path. If a non-critical path activity is delayed beyond its float period, then that activity becomes part of the critical path and controls the completion date of the Work. Thus, delay of a non-critical path activity beyond its float period will cause delay to the Project itself.

Acceptance of any schedule based on less time than the maximum time allowed for accomplishment of milestones or Project completion within Contract Time, does not serve to contractually change any Contract duration, nor does it serve as a waiver of either the Contractor's or the City's right to utilize the full amount of time specified in the Contract. As such, liability for delay of Project completion dates rests with the party actually causing delay to Project completion dates.

7-5.06 City's Right to Revise the Schedule

In the event of a delay to critical path work which is not the fault of the Contractor, the City may elect to re-sequence work or otherwise modify the Contract Schedule in an attempt to minimize the effect of the delay. It shall be the responsibility of the Contractor to cooperate in this effort. It is not the City's responsibility to ensure the Contractor the ability to use "optimal" crew size throughout the Project and no adjustment of the Total Contract Price will be made for minor variations in crew size or claimed loss of efficiency or disruption that result from schedule adjustments. However, overtime work or weekend work required by the City to meet schedule objectives other than those of the Contractor will be reimbursed per the provisions of Chapter 9, "Changes and Claims" of these General Provisions, provided that the Contractor has not contributed to the delay which the City is seeking to overcome. If the Contractor contends that a schedule adjustment will cause a significant disruption of its work sequence or ability to perform work efficiently, it shall notify the City within forty eight (48) hours of receipt of the adjustment. Failure to provide timely notice constitutes a waiver by the Contractor of any claim for compensation arising out of the schedule adjustment.

7-5.07 Responsibility for Completion

The Contractor shall furnish sufficient manpower, materials, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Saturdays, Sundays and holidays (in accordance with Section 7-08) as may be necessary to insure the progression and completion of the Work in accordance with the Contract Time. If work on the critical path is behind the currently updated Progress Schedule and it becomes apparent that the Work will not be completed within the Contract Time, the Contractor will implement whatever steps it deems necessary to make up all lost time at no additional cost to the City. If the Contractor's solution is not successful, it will make further attempts using the following sequence of events:

1. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

2. If the above cannot be achieved then;

   a. The Contractor shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the City, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of the City the backlog of work.

   b. In addition, the City may require the Contractor to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the City finds the proposed recovery schedule unacceptable, it may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are unsatisfactory, the City may require the Contractor to take any of the actions set forth in the previous paragraph without additional cost to the City to make up the lag in scheduled progress.

Failure of the Contractor to comply with the requirements of this Section 7-5.07 shall be considered grounds for a determination by the City that the Contractor is failing to undertake the Work with such diligence as will ensure its completion within the time specified and will subject the Contractor to all rights and remedies of the City under the Contract Documents.

7-6 UNUSUAL SITE CONDITIONS

The Contractor shall promptly upon discovery, and before the following conditions are disturbed, notify the City, in writing, of any:

1. Material that the Contractor believes may be 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 indicated in the Contract.

3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Contractor shall follow up the prompt notification with written documentation of the unusual site condition within five (5) Working Days. The City will have the site remediated or issue a Change Order per Chapter 9, "Changes and Claims", of these General Provisions if it finds that the conditions do materially differ or involve hazardous waste.

7-7 PURSUANCE OF WORK DURING INCLEMENT WEATHER

During inclement or unsuitable weather or other unfavorable conditions, the Contractor shall pursue only such portions of the Work that will not be damaged by the weather or unfavorable conditions. When the weather or unfavorable conditions creates hazardous travel or working conditions, as determined by the City, the Contractor may be directed to stop that portion of the Work, in accordance with Section 5-22, "Temporary Suspension or Delay of Work", of these General Provisions, until the weather clears or the conditions are no longer unfavorable. The Contractor must keep roads safe and inspect and maintain storm water pollution prevention and erosion control devices during inclement weather or unfavorable conditions. Lane and road closures may not be allowed if the City determines that the traffic controls will create unnecessary risk to the traveling public, the Contractor, and/or City employees.

7-8 PEAK HOURS, HOURS OF DARKNESS, HOLIDAYS, AND WEEKENDS

7-8.01 Allowable Times and Hours of Work

Unless otherwise noted in the Special Provisions or approved by the City, no work shall be done between the hours of 7 p.m. and 7 a.m., or on Saturdays, Sundays, or Legal Holidays.

Unless otherwise noted in the Special Provisions or approved by the City, no lane of traffic shall be closed to the public during the peak hours of 7:00 a.m. to 8:00 a.m. and 3:30 p.m. to 6:00 p.m., except as necessary for the proper care and protection of work already performed or in case of an emergency repair as defined below. These exceptions are allowed only with the City's written permission.

7-8.02 Off-Period Work

A written request to work between 7 p.m. and 7 a.m. or on Saturdays, Sundays, or Legal Holidays, or to close a lane of traffic during peak hours must be submitted at least two (2) Working Days in advance of the intended work. The City will evaluate the Contractor's request to determine if there is a benefit to the City, a nuisance or a hazard to the public, the Project, or the area surrounding the site, and if the Contractor should pay any City overtime costs related to the off-period work. The City may place conditions on any approval of off-period work based on this analysis.

7-8.03 Emergency Repairs

An emergency repair is a repair to the Work (including traffic controls, barricades, or temporary signs) required as a result of an unforeseen event that poses a danger to the public or jeopardizes the integrity of the Work, whether completed or not. The Contractor may be allowed to close a lane of traffic or work at night, on Saturdays, Sundays, or Legal Holidays for an emergency repair. The Contractor must notify the City within one (1) hour of dispatch of the Contractor's repair crews, and give their names, an emergency contact number, the location of the emergency repair, and a tentative completion date and time. The Contractor shall notify the City when the emergency repair is completed and the road is clear. If an extension of time is required, the Contractor must provide a revised tentative Contract Completion Date. If an adjustment to the Total Contract Price is required, the Contractor shall notify the City of all proposed adjustments necessitated by the emergency and emergency repair.

7-8.04 Revocation of Permission For Off-Period Work

The City may revoke permission for off-period work if the Contractor endangers the public, an employee, or themselves by violating a safety and health regulation, or fails to maintain an adequate work force and equipment for reasonable prosecution and inspection of such work.

7-8.05 Working Shifts

Two- or three-shift operations may be established as a regular procedure by the Contractor upon written permission from the City. Such permission may be revoked if the Contractor fails to comply with applicable safety and health regulations, fails to provide for adequate inspection of the Work, or fails to provide sufficient means and equipment, including artificial light, to permit the Work to be carried out safely and appropriately and to permit proper inspection.

7-9 TEMPORARY FACILITIES AND SERVICES

Unless specified otherwise in the Special Provisions, the Contractor shall be responsible for providing and maintaining necessary material storage facilities, utilities, field offices, temporary roads, fences, security, etc. for prosecuting the Work. The Contractor shall obtain a City of Rocklin hydrant permit at contractor expense prior to connecting to or drawing construction water from fire hydrants.

7-10 PROTECTION OF WORK, PERSONS AND PROPERTY

The Contractor shall protect the Work, equipment and materials from damage until completion and acceptance of the Work. Neither the City nor any of its agents assume any responsibility for collecting funds from any person or persons that damages the Contractor's work.

The Contractor shall store materials and equipment in accordance with manufacturer's recommendations and erect such temporary structures as required to protect them from damage. The Contractor shall furnish guards, fences, warning signs, walks, and lights, and shall take all other necessary precautions to prevent damage or injury to persons or property.

7-11 PROOF OF COMPLIANCE WITH CONTRACT

When requested by the City, the Contractor shall submit properly authenticated proof of the Contractor's compliance with the Contract.

7-12 DELAYS

The Contractor shall provide notification to the City for any delays, in accordance with Section 7-13, "Notice of Delays", of these General Provisions.

7-12.01 Inexcusable Delays

The Contractor shall not receive any time extensions or additional monetary compensation for inexcusable delays. Inexcusable delays include, but are not limited to, the following:

1. Delays that affect only a portion of the Work but do not prevent or delay the prosecution of controlling items of work nor the completion of the whole Work

within the Contract Time.

2. Delays associated with the reasonable interference of other contractors employed by the City that do not necessarily prevent or delay the prosecution of controlling items of work or the completion of the whole Work within the Contract Time.

3. Delays associated with loss of time resulting from the necessity of submitting plans for City approval or from City surveys, measurements, inspections, and testing.

4. Delays that could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or Subcontractors.

7-12.02 Excusable Delays

The Contractor may be granted an extension of Contract Time for excusable delays, which are those that are determined to be beyond the control of the Contractor, impact a controlling item of work, could not be prevented by the exercise of care, prudence, foresight, and diligence, and only to the extent there is insufficient remaining float to accommodate the delay. These excusable delays may include City acts, unusually severe weather or conditions resulting therefrom, Acts of God or of the public enemy, fire, epidemics, and labor strikes. Material shortages and delays in utility company relocations may be classified as excusable if the Contractor produces satisfactory evidence of acting in a timely manner.

The Contractor shall not receive any additional monetary compensation due to excusable delays unless the City determines that the excusable delay resulted from a City act or the discovery of cultural resources (as specified in Section 10-12, "Archeological and Cultural Resources", of these General Provisions). The Contractor shall also not receive any additional monetary compensation due to excusable delays under the following circumstances:

1. The Contractor could have reasonably anticipated the delay and avoided the cost impacts of it.

2. When there are two (2) or more concurrent delays and at least one does not qualify for monetary compensation under Section 7-12.

3. The excusable delay does not affect controlling critical path tasks that would delay overall completion of the Work.

7-13 NOTICE OF DELAYS

The Contractor shall immediately notify the City in writing delivered by personal delivery, U.S. Mail First Class, or email, if the Contractor foresees any delay in the prosecution of the Work or if the Contractor learns of the occurrence of any excusable delay; but in no case shall the written notice be provided to the City later than five (5) Working Days after the occurrence of the event that is the cause of the excusable delay. The Contractor shall describe in this notice, the nature and cause of the delay and shall state the probability of the delay occurring (if foreseen ahead of time) so the City may take steps to prevent the occurrence or continuance of the delay and may determine whether the delay is inexcusable or excusable, its duration,

and its extent. Notification of delays in any other format than described herein, including, without limitation, in progress meetings and regardless of whether noted in the progress meeting minutes, is insufficient to constitute the required and proper notice.

In the event of a continuing delay, the Contractor is required to give only one notice.

The City will assume that all delays were inexcusable unless the City was notified as indicated above and through its investigation found them excusable. Contractor waives any and all claims for time extensions and/or monetary compensation based on delay if notice is not provided as described above. The Contractor acknowledges that City has a strong interest in mitigation of delay impacts and in confirmation of the existence of delay; therefore, the Contractor agrees to submit these notices of delay and to waive claims if notice is not submitted as required.

7-14 CARELESS DESTRUCTION OF STAKES AND MARKS NO CAUSE FOR DELAY

If the Contractor or Subcontractors destroy stakes and marks causing a delay in the Work, the Contractor shall have no claim for damages or time extensions. See also Section 5-9, "Surveys", of these General Provisions.

7-15 TIME OF COMPLETION

Time is of the essence on all City contracts. The Contractor shall complete all of the Work called for under the Contract within the Contract Time.

7-16 EXTENSION OF TIME NOT A WAIVER

Time extensions granted for excusable delays or for the execution of extra or additional work shall not operate as a waiver of any of the City's rights under the Contract.

7-17 INCLEMENT WEATHER AND CONTRACT TIME

The Contractor will be allowed a time extension if, in the opinion of the City, inclement or unsuitable weather or its effects prevents working on the current critical path task at the beginning of the shift for at least five (5) consecutive hours, or for at least (5) hours during the shift. (A current critical path task or controlling operation is any feature of the Work (e.g., an operation or activity including settlement, curing periods, and submittal activities) that if delayed or prolonged will delay the time of completion of the Contract.)

7-18 EXTENSION OF TIME

Subject to the provisions of Section 7-12.02, compliance with the required contractual notice provisions in Section 7-13, and subject to submission of a schedule fragnet in accordance with Section 7-5.03 of these General Provisions showing the impact on the critical path of the event giving rise to an excusable delay, the Contractor will be allowed a time extension to complete the Work equal to the sum of all excusable delays as determined in accordance with Section 7-12 to Section 7-17 of these General Provisions, plus any adjustments in Contract Time due to Change Orders as outlined in Section 9-12, "Time Extensions for Changes", of these General Provisions. During such time extension, the Contractor will not be charged for extra engineering and inspection or liquidated damages.

7-19 SUBSTANTIAL COMPLETION

When the Contractor considers the entire Work, or a specific portion of the Work, substantially complete, the Contractor shall certify in writing to the City that the Work is substantially complete and request that the City grant substantial completion. Within five (5) Working Days, the City and the Contractor shall inspect the Work to determine the status of completion. If the City does not consider the Work ready for its intended use, the City will notify the Contractor in writing, giving the City's reasons. If the City considers the Work ready for its intended use, the City will grant substantial completion, and then the City will provide a list of items to be completed or corrected (often referred to as a "deficiency list" or "punch list") before Final Acceptance and Final Payment. Immediately upon being provided a deficiency list, the Contractor shall proceed to correct or complete the items on the list.

Substantial completion does not bar liquidated damages from being assessed and accruing. Liquidated and other damages may continue to accrue until Completion.

7-20 CLEANING UP

Throughout the construction period, the Contractor shall keep the site of the Work in a presentable condition, dispose of any surplus materials, keep roadways reasonably clear of dirt and debris, keep all sidewalk and other pedestrian areas clear of dirt, loose gravel, debris and any tripping hazards, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work, to the satisfaction of the City.

The Contractor shall also keep the work site cleaned of all rubbish, excess material, and equipment. All portions of the work shall be left in a neat and orderly condition prior to requesting final inspection. Surplus material shall be disposed of in accordance with Section 18-7, "Surplus Material Disposal", of the Placer County Specifications. The final inspection will not be made until final clean-up has been accomplished.

Construction and demolition debris may be properly disposed of by the contractor using self-haul equipment to deliver the debris to an approved disposal site. Any paid waste/recycling collection or disposal services shall exclusively utilize the City's designated refuse collection service provider.

7-21 FINAL INSPECTION AND FIELD ACCEPTANCE

The Contractor shall notify the City in writing when it believes that it has corrected all items on the deficiency (punch) list and has achieved Completion, and the City shall promptly inspect the Work. The Contractor or the Contractor's representative shall be present at the final inspection. The Contractor will be notified in writing of any further defects or deficiencies and the Contractor shall proceed within ten (10) Calendar Days to correct such defects or deficiencies. When again notified that the Contractor has achieved Completion, the City will again inspect the Work to ascertain that the corrections are in accordance with the Contract and Completion has occurred. The City may delay additional inspections if the City has reason to believe that the Contractor is not making a good faith effort to correct deficiencies. The Engineer will recommend acceptance of the Work to the Council or designee if it finds all the corrections acceptable and Completion has occurred; otherwise, the Engineer shall continue to withhold field acceptance of the work until all deficiencies on the deficiency (punch) list are corrected and Completion achieved.

7-22 FINAL ACCEPTANCE AND NOTICE OF COMPLETION

Upon Completion of the Work, including but not limited to acceptance of M&O manuals, Record Drawings, and test reports, the Engineer will recommend to the Council that it accept the Contract as complete. Upon acceptance by the Council, a Notice of Completion will be recorded with the County Recorder within fifteen (15) Calendar Days. Acceptance by the City Council shall cause the commencement of warranty periods. Acceptance shall not relieve the Contractor from the responsibility of completing or correcting any work, nor from the responsibility to correct any patent or latent defects in the Work.

7-23 WARRANTY WORK

Should any defects or deficiency in material, equipment or workmanship, such as faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor's performance, become apparent during any warranty period, the City shall notify Contractor in writing of the defect before expiration of the warranty period. If so notified, Contractor has a duty to immediately correct, or immediately and satisfactorily commit to correct, the defect or deficiency to meet the Contract requirements at Contractor's sole expense. This duty to correct does not expire for any reason, including but not limited to expiration of the warranty period. A new warranty period, equivalent to the original warranty period, will apply to all corrected deficiencies.

The City is hereby authorized to make such needed repairs if the Contractor fails to undertake, with due diligence, the needed repairs within ten (10) Calendar Days after the Contractor is given written notice of such failure and without notice to the surety; and the Contractor shall pay the entire costs for the City's work. However, in case of an emergency where, in the opinion of the City, delay would cause serious loss or damages or a serious hazard to the public, the City may immediately make repairs or take other action without prior notice to the Contractor or surety; and the Contractor shall pay the entire costs for the City's work.

CHAPTER 8 - MEASUREMENT AND PAYMENT

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CHAPTER 8 MEASUREMENT AND PAYMENT

8-1 BASIS AND MEASUREMENT OF PAYMENT QUANTITIES

It is the Contractor's responsibility to measure and/or compute the quantities of work completed, subject to verification by the City, under the terms of the Contract. In computing quantities, the length, area, solid contents, number, weight, or time as specified in the Contract or the Schedule of Values shall be used.

8-1.01 Unit Price Contracts

Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work as measured upon completion. The Estimated Quantities provided in the Bid Documents are for comparative bidding only. The City does not express or imply that the actual amount of work or materials will correspond to the Estimated Quantities. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities. See also Section 9-14, "Contract Change Order", of these General Provisions.

8-1.02 Lump Sum or Job Contracts

Progress Payments will be based on the Schedule of Values prepared by the Contractor and approved by the City prior to acceptance of the first Progress Payment request (see Section 8-5, "Progress Payment Procedures", below). If requested by the City, the Contractor shall furnish full copies of subcontracts showing actual costs. The Schedule of Values shall be consistent with the baseline progress schedule prepared by the Contractor pursuant to Section 7-5.02, "Progress Schedules", of these General Provisions.

8-1.03 Payment for Mobilization

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the site; for the establishment of all offices, buildings, and other facilities necessary for the Work; and for all other work and operations which must be performed, or costs incurred, prior to beginning the Work.

Payment for mobilization will be as follows:

8-1.03.A Mobilization Not a Pay Item

When the Contract does not include a separate pay item for mobilization, full compensation for mobilization will be included in the Contract lump sum price or in the prices paid for the various items of work in a unit price contract, and no additional compensation will be paid.

8-1.03.B Mobilization a Pay Item

When the Contract or accepted Schedule of Values includes a separate item for mobilization, payment for mobilization will include full compensation for the furnishing of all labor, materials, tools, equipment, administrative costs, and incidentals for mobilization.

The City will pay no greater than five percent (5%) of the Total Contract Price as a separate pay item for mobilization. In the event the Contractor submits a mobilization pay item greater than five percent (5%) of the Total Contract Price, the City will pay any excess mobilization amount with the final progress payment.

Absent City approval, the City will not pay additional mobilization compensation for work under a Change Order.

Payment for mobilization shall be subject to retention per Section 8-7, "Retention", of these General Provisions.

8-2 SCOPE OF PAYMENT

8-2.01 General

Compensation under the terms of the Contract shall be full payment for the Work, including loss or damage arising from the nature of the Work, action of the elements, or unforeseen difficulties encountered during the prosecution of the Work and until its final acceptance; and all risks connected with the prosecution of the Work.

8-2.02 Unit Price Contract

Progress payments will be made based upon the unit price bid and measured quantities for work completed, plus work completed on approved Change Orders. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9-8.02, "Payment for Changes – Unit Prices", in these General Provisions.

8-2.03 Lump Sum or Job Contract

Progress payments will be based upon the approved Schedule of Values for work completed, plus work completed on approved Change Orders.

8-2.04 Final Pay Items

An item designated as a Final Pay Item in the Contract shall be paid for as specified in Section 9-1.02C, "Final Pay Item Quantities", of the State Specifications.

8-2.05 Allowances

Allowances may be included in the Bid Form for materials and/or work that may be added during the course of the Contract. The Allowance may be used in whole, in part, or not at all as determined by the City. Whenever costs of the Work included in the Allowance item are more or less than the specified Allowance amount, the Total Contract Price will be adjusted accordingly by Contract Change Order. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities for the Allowance.

8-2.06 Payment for Material Not Incorporated in the Work

No Progress payments will be made for materials and equipment not incorporated in the Work, unless specifically set forth in the Special Provisions or authorized by the City.

8-3 WORK TO BE DONE WITHOUT DIRECT PAYMENT

Compensation for any portion of the Work not specifically identified in the Bid Form or Schedule of Values is understood to be included in the price for other items, unless specified in the Special Provisions as extra work. No additional compensation is allowed for additional shifts or premium pay necessary to ensure that the Work is completed within the time limits specified in the Contract.

8-4 PAYMENT FOR USE OF COMPLETED PORTIONS OF WORK

If the City occupies or uses a portion of the Project under Section 4-10, above, before it accepts Completion of the Work, the Contractor will only be compensated in accordance with this Chapter 8. No final payment shall occur for a limited portion of the work.

8-5 PROGRESS PAYMENT PROCEDURES

No progress payment will be made when, in the judgment of the City, the Work is not proceeding in accordance with the provisions of the Contract or when the total work done since the last progress payment amounts to less than one thousand dollars ($1,000). Unless otherwise agreed to at the preconstruction meeting or identified in the Special Provisions, the Contractor shall submit in writing monthly for City review an estimate of the total amount and value of work done, including that done under approved Change Orders, and the acceptable materials furnished and incorporated in the work completed through the last day of the previous pay period. The Bid Form or Schedule of Values shall be used to prepare a progress payment request for the items, or portions of items, of the Work completed during the monthly progress period.

Unless specified otherwise in the Special Provisions, any progress payment request must be accompanied by (1) an updated Progress Schedule that complies with the Contract; (2) record drawing update confirmations; (3) a conditional lien release in the form prescribed by law warranting that title to all work, labor, materials and equipment covered by the request is free and clear of all liens, claims, security interests or encumbrances; and (4) unconditional lien releases for all work through the prior progress payment lien releases. If Contractor fails to submit these documents with the progress payment request, then City, in its sole discretion, may withhold part of the progress payment or reject the progress payment request with an explanation in writing of the reason. Contractor may resubmit the progress payment request with the required documents. City has no obligation to process the progress payment request or make a progress payment if Contractor fails to provide these required documents.

If the required documents are submitted with the progress payment request, then the City shall review any progress payment request submitted by Contractor to determine its accuracy and validity. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt, along with a document stating the reasons why the payment

request is not proper. Once the City has an undisputed and properly submitted payment request from Contractor, the progress payment shall be made within 30 days of its submission.

Once the City agrees with Contractor as to the amount of Work completed as of the date of the progress payment request, the City shall deduct the following from the estimated total value of that amount of Work: All previous payments, the retention previously withheld pursuant to Section 8-7, "Retention", of these General Provisions, and other withholdings as permitted by the Contract. The City will then approve the balance for payment to the Contractor, with retention being withheld from that approved payment as described in Section 8-7 of these General Provisions.

The payment of a progress payment or the acceptance thereof by the Contractor does not constitute acceptance by the City of any portion of the Work, and does not reduce the Contractor's liability to replace unsatisfactory work, material, or equipment for any or the Work, whether or not completed. Approval by the City of a progress payment request that contains an inadvertence or error by the Contractor will not release the Contractor or the Contractor's surety from damages arising from the work covered by the approved payment request or from enforcement of every provision of the Contract. The City also has the right to correct any error made in any Progress Payment and may withhold as much payment as necessary to correct the error in later progress payments.

8-6 INSPECTION AND PROGRESS PAYMENTS NOT A WAIVER OF CONTRACT PROVISIONS

No inspection, order, measurement, approval, modification, payment, acceptance of work or material (including, but not limited to, acceptance of the entire Work), time extension, or possession of the Work or any part thereof shall be a waiver of any of the terms and conditions of the Contract, the powers reserved by the City, or any right of the City to damages or to reject the Work in whole or part. No breach of this Contract shall be construed a waiver of any other or subsequent breach. All remedies provided in the Contract shall be cumulative and shall be in addition to all other rights and remedies that may exist at law or in equity.

8-7 RETENTION

8-7.01 Retention to Ensure Performance

The City will retain five percent (5%) of each approved progress payment to ensure performance under the Contract. The parties acknowledge that some of the purposes of retention under this Contract are to encourage the Contractor to reach Completion quickly, to ensure that Contractor completes the Work in its entirety, and to provide funds from which the City may withhold for disputes, costs and claims under Section 8-8, "Withholdings/Denial of Progress Payment Request", of these General Provisions.

Retention will be held by the City until at least thirty-five (35) Calendar Days, but no more than sixty (60) Calendar Days after recording of the Notice of Completion. However, the City may continue to withhold some or all of the retention beyond 60 days to the extent that any disputed amounts or Stop Payment Notices or liquidated damages exist, in which case the City may withhold 150% of the disputed amount and 125% or more of outstanding Stop

Payment Notices and full amount of liquidated damages.

8-7.02 Non-Compliance

In addition to the five percent (5%) payment retention discussed above, the City may also retain portions or all of a progress or final payment for Contractor's noncompliance with the Contract in an amount deemed appropriate by the City.

8-7.03 Substitution of Securities

At the request and expense of the Contractor, in accordance with Public Contract Code Section 22300, in lieu of the City withholding the five percent (5%) retention defined in Section 8-7.01 of these General Provisions, the Contractor may: (1) substitute a deposit of securities at least equivalent to the retention to be paid, or (2) request that the City pay the withheld retention directly to an escrow agent. If the Contractor elects either option, the Contractor and City shall enter an escrow agreement in the exact form set forth in Public Contract Code Section 22300.

8-8 WITHHOLDINGS/DENIAL OF PROGRESS PAYMENT REQUEST

The City may deny a progress payment request and/or withhold amounts from a progress payment and/or withhold a release of retention for any of the following reasons:

- Stop payment notices filed pursuant to Civil Code Sections 9350 et seq., including but not limited to a reasonable amount to provide for the City's reasonable cost (including but not limited to attorneys' fees and experts' fees) of litigation based on the stop notice;
- Fines levied against Contractor or the Work by the City or other entities;
- Third party claims against Contractor or the City arising from the acts or omissions of Contractor or its subcontractors;
- Defective Work not remedied;
- Previous overpayments to Contractor;
- Failure by the Contractor to make payments properly to employees or Subcontractors for labor, materials, or equipment;
- Any portion of the Work retained in accordance with Section 5-19 of these General Provisions;
- The Work may not be completed for the unpaid balance of the Contract sum;
- The Work may not be completed within the Contract Time and the City will incur actual and/or liquidated damages;
- Review of excessive resubmittals, and excessive inspections or tests;

- Replacement of survey stakes and excessive survey work;
- Failure by the Contractor to maintain and update Record Drawings;
- Damage to the City or another contractor;
- Failure by the Contractor to perform the Work in accordance with the Contract;
- Failure by Contractor to submit the necessary documents with a progress payment request;
- Cost of insurance purchased by City due to cancellation or reduction of coverage of Contractor's insurance;
- Failure by Contractor to make proper submissions under the Contract;
- Any violation or non-compliance with Contractor's legal responsibilities (see Chapter 6, "Legal Relations and Responsibilities" of these General Provisions), including withholds for wages adjustments in accordance with the California Labor Code and any fines incurred by the City as a result of the Contractor's actions; and/or
- Any amounts otherwise necessary to protect the City's interests and/or compensate the City for past, present and future damages.

In addition to withholding a reasonable amount based on the above grounds, the City may withhold an additional 50% of that reasonable amount from a progress payment or release of retention; except that it may withhold an additional 25% or more of the Stop Payment Notice amount to provide for its reasonable cost (including but not limited to attorneys' fees and experts' fees) of any litigation based on a Stop Notice.

If, on Completion or termination of the Contract or termination of the Contractor's control over the Work, sums withheld from the Contractor are insufficient to cover the City's charges against the Contractor, the City has the right to recover the balance from the Contractor or the Contractor's surety.

8-9 DEDUCTIONS FOR IMPERFECT WORK

For any portion of the Work, materials or equipment retained in accordance with Section 5-20 of these General Provisions, the City will deduct from a Progress Payment a reasonable amount to represent the decreased or lost value to the City.

8-10 LIQUIDATED DAMAGES FOR DELAY

If the Work is not completed by the Contractor in the time specified in the Contract Documents, or within any period of extension authorized pursuant to this Chapter of these General Provisions, the Contractor acknowledges and admits that the City will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages.

Therefore, it is agreed by and between the Contractor and the City that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum specified in the Contract Documents for each Calendar Day of delay until the Date of Completion, and that both the Contractor and the Contractor's surety shall be liable for the total amount thereof, and that the City may deduct Liquidated Damages from any monies due or that may become due to the Contractor. If it appears during the course of construction that the Contractor is behind schedule and the imposition of liquidated damages is likely, or if liquidated damages begin to accrue prior to the time for final payment, the City may, at its discretion, withhold the amount accrued from any progress payment that would otherwise be due. This right to withhold funds is in addition to the City's other rights under the Contract Documents.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found to be excusable or time extensions granted by the City.

Pursuant to Government Code Section 4215, the Contractor shall not pay fixed and liquidated damages for delay in completing the Project caused by the failure of the City or the owner of utility facilities located on the Project site to provide for removal or relocation of such facilities.

Payment by the City of any progress payments after liquidated damages have accrued shall not constitute a waiver by the City of its right to claim liquidated damages.

If the Contract is terminated for cause, then the Contractor shall be liable to the City for liquidated damages for all periods of time from the scheduled Contract Completion Date at the time of such termination, as that date may be adjusted by any extensions of time to which the Contractor is entitled, until the Date of Completion.

8-11 FINAL ESTIMATE AND PAYMENT

Subsequent to field acceptance as detailed in Section 7-21 of these General Provisions, and within thirty (30) Calendar Days after field acceptance the Contractor shall provide a proposed final payment request, segregated as to Contract item and Change Order work. Contractor shall submit all previously unsubmitted documents required by the Contract with the request; otherwise the City has the right to reject the request and require submission of these documents.

The City will review the properly submitted proposed final payment request and, after withholding for all issues as permitted by Section 8-8 of these General Provisions and making other corrections as necessary, shall return its approved Final Payment request as modified, within fifteen (15) Calendar Days of receipt. All progress payments shall be subject to correction in the final payment. If the Contractor fails to file a final payment request within the time allotted, the City may create and approve one based on the best information available to it.

Within fifteen (15) Calendar Days after the approved final payment request is submitted to the Contractor, the Contractor shall submit back to the City a written approval of said request or a written statement of exceptions to be considered a "closeout" claim. The Contractor's statement of exceptions shall be in sufficient detail for the City to ascertain the basis and amount of the exceptions, and will include supporting documentation as detailed in Section

9-18.03 of these General Provisions. Failure to provide sufficient detail shall be cause for denial of the exceptions.

Any claim of the Contractor or Subcontractors or suppliers with respect to the performance or breach of the Contract or any alterations thereof (except for payment of the balance of the Contract price as set forth in the final payment request) not specifically set forth in the statement of exceptions, is waived by the Contractor. If the Contractor fails to file a statement of exceptions within the time allowed, Contractor waives its right to submit a statement of exceptions and the approved final payment request will be deemed to as accepted and approved by the Contractor.

The City shall process the final payment and a release of retention in accordance with the approved final payment request. The payment of undisputed sums due for the final payment, and excluding any sums withheld for Stop Payment Notices, shall be made within thirty-five (35) days of the Contractor's acceptance of the approved final payment request or within sixty (60) days after the recording of the Notice of Completion, whichever is later. The release of retention shall be made in accordance with Section 8-7 of these General Provisions. If the Contractor submits a timely statement of exceptions, then the City shall process these payments as a semifinal action; otherwise the payment shall be considered final.

The City shall respond in accordance with the provisions of Section 9-18 with its final decision regarding the claims and exceptions set forth by Contractor. Should the City's final decision grant some or all of Contractor's claims or exceptions, then to the extent necessary a supplemental final payment and/or supplemental final release of retention shall be processed within thirty (30) days.

Any claim or exception set forth by Contractor for which Contractor did not follow the required claim procedures in the Contract Documents shall be disallowed; by failing to follow the required claim procedures prior to Contractor's written statement of claims and exceptions, Contractor will have waived all rights to compensation (whether money or time) related to such claim or exception. If not already expired, the running of time for presenting a Government Code claim (see Government Code sections 900 et seq.) shall be tolled from the time of the Contractor's timely statement of exceptions until the City's final decision on the statement of exceptions.

8-12 FINAL PAYMENT TO TERMINATE LIABILITY OF CITY

If Contractor fails to timely submit a statement of exceptions, the Contractor's acceptance of the final payment and final release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of all Work performed or any alterations thereof. If Contractor timely submits a statement of exceptions, the Contractor's acceptance of the semifinal payment and semifinal release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of Work performed or any alterations thereof, except unresolved items set forth in the statement of exceptions.

8-13 DISPUTED PAYMENTS

The City will decide disputes regarding payments under the Contract according to the procedures set forth in Chapter 9, "Changes and Claims", of these General Provisions. The decision of the City will be final.

CHAPTER 9 - CHANGES AND CLAIMS

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CHAPTER 9 CHANGES AND CLAIMS

9-1 AUTHORITY FOR CHANGES

The City reserves the broad right to order or direct corrections, alterations, additions, modifications, deletions or other changes as required for the proper completion of the Work. The order or directive may be issued prior to the final acceptance of the Contract without voiding the Contract, without notice to the Contractor's sureties, and in accordance with the provisions of Section 9-2, "Ordering of Changes", of these General Provisions.

The Contractor shall not perform corrections, alterations, additions, modifications, deletions, or other changes to the Work without a written directive or order from the City, in accordance with Section 9-2 of these General Provisions. Payment for changed or extra work will not be made without the City's written authorization.

9-2 ORDERING OF CHANGES

The City may order or direct, including, without limitation, through a Field Directive, a change, in writing, during the course of the Work, and the Contractor shall immediately comply with the order or directive. Changes to the Work shall in no way affect, vitiate, or make void the Contract or any part thereof, except that which is necessarily affected by such changes and is clearly the evident intention of the parties to the Contract.

Changes to the Work may be initiated as described in Section 4-5, "Field Directives or Other Written Directives", of these General Provisions. If the City and Contractor agree that compensation in the form of an adjustment to the Total Contract Price and/or the Contract Time is required, then the adjustment will be formalized in a Change Order, in accordance with Section 9-14, "Contract Change Order", of these General Provisions. Failure of the City and Contractor to agree to terms of a Change Order based on an order or directive shall not relieve the Contractor of his obligation to complete all work specified in the order or directive.

9-3 CONSTRUCTION INCENTIVE CHANGE PROPOSAL (CICP)

9-3.01 General

The Construction Incentive Change Proposal (CICP) Program provides a program for the Contractor to use its expertise to improve Contract performance to create an overall reduction in the Total Contract Price. Proposing to delete work is not a CICP. Deleted work is addressed in Section 4-8, "Deleted Items," in these General Provisions. The CICP Program shall not apply to City contracts of less than one hundred thousand dollars ($100,000). The Contractor and Subcontractors may participate in the CICP Program. Participation of Subcontractors shall be through the Contractor, and the Contractor and Subcontractors must agree upon the sharing arrangement; written evidence of such agreement must be submitted with the CICP.

The Contractor shall proceed with the Work as scheduled until the Contractor receives the City's written approval of a CICP. The City shall be the sole judge of the acceptability of a CICP and of the net capital cost reduction from the adoption of all or any part of the CICP

9-3.02 Description

A CICP is a formally written proposal for a Contract Change Order. A CICP must be initiated, developed, and identified as such by the Contractor or Subcontractor through the Contractor as identified in Section 9-3.01. A CICP must result in a net capital cost reduction while causing no increase in the total life cycle cost of the Project and shall comply with the following conditions:

- Required function, reliability, and safety of the Project will be maintained without detracting from the life expectancy or increasing maintenance requirements.

- The proposed change shall not cause undue interruption of the Work, nor shall it extend the Contract Time.

- The proposed change shall comply with all applicable permits, regulations, and code requirements, and any other requirements as set forth in the Contract. The proposed change shall not involve payment of royalties by the City to the Contractor.

9-3.03 Submittal

The Contractor shall submit a brief description of the proposed CICP prior to preparing the detailed submittal as outlined below.

A CICP submittal must contain pertinent information in supporting documents for City evaluation. As a minimum, the following information shall be submitted:

1. Name of individuals associated with the development and preparation of the CICP.

2. A detailed description and duly signed plans and specifications showing work as presently designed and the proposed changes.

3. A clear identification of all advantages and disadvantages for each proposed change.

4. A detailed procedure and schedule for implementing the proposed change. This detailed procedure and schedule shall include all necessary Contract amendments. Also indicated must be the latest date that the CICP can be approved for implementation.

5. A summary of estimated costs, including the following:

    a. Project construction costs before and after the CICP. This shall be a detailed estimate identifying the following items for each trade involved in the CICP:

        - Quantities of material and equipment.

- Unit prices of materials and equipment.
- Labor hours and rates for installation.
- Subcontractor and prime Contractor mark ups.
- Operation and maintenance costs before and after the CICP.
- Cost for implementing the CICP not included elsewhere.

b. Contractor's share of the savings based on the sharing provision in Section 9- 3.05, "Sharing Provisions and Formula," in this Section of these Specifications.

c. Other data as required by local permits and regulations and code requirements as set forth in the Contract.

6. Time required for execution of the proposed change.

To the extent indicated herein, the Contractor may restrict the City's use of any CICP or the supporting data submitted pursuant to the CICP program. Suggested wording for inclusion in CICPs is as follows:

"This data furnished pursuant to the construction incentive clause of the Contract shall not be disclosed or duplicated in whole or in part beyond what is necessary to accomplish the review. This restriction does not limit the City's right to use the information if it is available from any source without limitations. The City has the right to duplicate, use and disclose any information if the CICP is accepted."

The City may modify, accept, or reject the CICP. However, if the CICP is modified or not acted upon within the time allotted in the proposal, or if it is withdrawn or rejected, the City will not be liable for the Contractor's cost of developing the CICP.

9-3.04 Acceptance

The City will use the processing procedure specified for Change Orders in Section 9-14, "Contract Change Order," in these General Provisions, if a CICP is accepted. The City's written approval of the CICP is required. If the CICP is rejected, the Contractor shall not appeal the decision.

9-3.05 Sharing Provisions and Formula

Upon acceptance of the CICP, the Contractor will receive 50 percent (50%) of the Net Capital Savings based upon the following formula:

Net Capital Savings = Contract Cost Prior to CICP - (Revised Contract Cost After CICP + CICP Development Cost + CICP Implementation Cost)

The Contractor's development cost is limited to that directly associated with the preparation of the CICP package. Development costs will be reimbursed after approval. However, the City will reject costs that cannot be satisfactorily substantiated.

The CICP implementation costs include, when appropriate, the City's engineering costs for reviewing and redesigning the changes. However, City costs for processing the CICP are excluded.

9-4 DELETED

9-5 PROSECUTION OF CHANGES TO THE CONTRACT

If directed by the City, within fourteen (14) Calendar Days of issuance of a Request for Proposal, the Contractor shall provide a Proposed Change Order with a cost and/or time proposal prepared in accordance with the requirements of this Section, and Sections 9-8 and 9-12 of these General Provisions. The Contractor's Proposed Change Order shall indicate the amount to be added or deducted from the Total Contract Price, supported by complete details of all Contractor, Subcontractor, vendor or supplier costs per Section 9-6, "Cost and Pricing Data", of these General Provisions.

If the Contractor does not submit a Proposed Change Order within fourteen (14) Calendar Days, and unless the City is otherwise notified within fourteen (14) Calendar Days of a potential cost impact, the Contractor agrees to perform the work described in the change request with no additional compensation.

If the change causes a change in the monetary compensation or contract time the Project Manager will issue a Change Order in accordance with Section 9-14, "Contract Change Order" of these General Provisions. If a Field Directive or other written order is issued on a force account basis, the Contractor must immediately begin keeping records in accordance with Section 9-8.03, "Force Account", of these General Provisions. When the City and Contractor cannot agree on the credit for work deleted by a written order, the City's estimate will be deducted from the Total Contract Price, unless the Contractor presents proof prior to the final payment that the City's estimate is in error.

If agreement for a change in the Work is reached regarding payment, but not a time adjustment, the City shall have the right to direct the Contractor to proceed with the change at the agreed price. The impact of the changed work on the project schedule will be considered by the City in accordance with Section 9-12, "Time Extension for Changes", of these General Provisions.

Failure of the parties to reach agreement regarding the costs and time of the performing the change in the Work and/or any pending protest shall not relieve the Contractor from performing the change in the Work promptly and expeditiously. The Project Manager may unilaterally direct the Contractor in writing to perform changes in or additions to the scope of the Contract. The Contractor shall perform such work and shall be compensated pursuant to the provisions of Section 9-8, "Payment for Changes", of these General Provisions.

9-6 COST AND PRICING DATA

Cost and pricing data submitted by the Contractor shall be true, complete, accurate, and current. The City may require a formal certification to verify Contractor-submitted cost and pricing data. Additional requirements for cost and pricing data may also be included in the Special Provisions. The City shall have access to the records supporting such cost and pricing data in accordance with the Section 9-7, "Access to Records", of these General Provisions.

9-7 ACCESS TO RECORDS

Upon reasonable notice and during normal business hours, the City shall have access to the Contractor's and Subcontractors' records for the purpose of verifying, auditing, and evaluating the accuracy of cost and pricing data submitted by the Contractor. "Records" as used in this Section shall include, but not be limited to: original estimates, subcontract agreements, purchase orders, books, documents, accounting records, papers, project correspondence, project files, and scheduling information necessary to determine the direct and indirect costs, job site, area and home office overhead, delay and impact costs. Records shall include the original Bid and all documents related to the Bid and its preparation, the as-planned construction schedule and all related documents. Such access shall include the right to examine and audit such records and make excerpts, transcriptions, and photocopies at the City's cost.

9-8 PAYMENT FOR CHANGES

The method of payment agreed upon by the Contractor and the City, or selected by the City at its sole discretion in the absence of any other agreement, shall be set forth in the Request for Proposal or in the written order directing the change.

The three methods of payment are as follows:

9-8.01 Lump Sum Price

The Contractor shall submit a lump sum price proposal. The proposal shall include an estimate of labor, material, equipment, Subcontractor, material supplier costs, and any surcharges and/or markups as allowed in Section 9-9, "Markups for Changed Work" in these General Provisions.

In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon the Contractor's proposal and the Project Manager and City do not elect to have the change in the Work performed on a time and material basis, the Project Manager and City shall make a unilateral determination of the reasonable cost and time to perform the change in the Work, based upon their own estimates, the Contractor's submission or combination thereof.

9-8.02 Unit Prices

If payment for Contract work is based on unit prices, payment for changed work will be made based on actual quantities of work done at the unit prices contained in the Contract or unit prices otherwise agreed upon by the City and Contractor if none are contained in the

Contract. Payment for changed work based on Contract or agreed upon unit prices includes the full cost of the item of work including profit and overhead; and no additional payment or adjustment will be allowed. If the final quantity of any item of work required under the Contract varies from the Engineer's Estimate by twenty-five percent (25%) or more, compensation will be adjusted in accordance with Section 9-1.06, "Changed Quantity Payment Adjustments", of the State Specifications.

9-8.03 Force Account

In the absence of either an agreed lump sum price or unit prices for the change, the City may direct the Contractor to proceed with the changed work on a force account basis. The Contractor shall keep and present, in a form acceptable to the City, a complete and correct accounting of all costs associated with the change, including all pay records, vouchers, invoices, etc. The Contractor will be paid for labor, materials, and equipment actually used during the performance of the changed work as specified in this Section of these General Provisions in Sections 9-8.03.A, "Labor", 9-8.03.B, "Materials", and 9-8.03.C, "Equipment"; plus the percentages stipulated in Section 9-9, "Markups for Changed Work".

To facilitate agreement on direct craft labor hours, construction equipment hours, and material quantities, the Contractor shall notify the City not less than four (4) hours prior to starting force account work. The Contractor shall submit Daily Work Reports (DWR's) for signature not later than 9:00 a.m. the day following performance of any force account work. DWR's shall list names of all Contractor's staff, the staff person's craft or trade, all craft or trade labor hours, and all material and construction equipment used. The Contractor shall use the DWRs in preparing billings for force account work.

9-8.03.A Labor

The Contractor will be paid the cost of direct labor (foreperson and below) used in the actual and direct performance of the changed work including working foreman when authorized by the City. Except as otherwise provided, the Contractor will receive no additional compensation for overtime work without prior written authorization from the City. The cost of labor will be the sum of the following:

9-8.03.A.(1) Actual Wages

Charges for labor will be the Contractor's actual payroll costs for labor of any classification, including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.

9-8.03.A.(2) Labor Surcharge

A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee shall be added to the actual wages.

9-8.03.A.(3) Subsistence and Travel

The City will pay the Contractor for actual subsistence and travel allowance costs associated with the changed work required by labor agreements or acceptable to the City. Documentation must be provided to the City.

9-8.03.B Materials

Payment will be for the purchaser's actual cost of supplier or vendor furnished materials. If the Contractor does not furnish satisfactory evidence of the cost of such materials, the cost will be the lowest current wholesale price at which such quantities of materials are available and delivered to the job site. The City reserves the right to purchase materials for the changed work; the Contractor shall have no claims for costs or profit on such materials.

9-8.03.C Equipment

The prices paid for equipment directly and solely required for performance of the changed work will be those listed in the current edition of the Caltrans publication, "Labor Surcharge and Equipment Rental Rates". If the equipment is not shown in this publication, the Contractor shall be paid such hourly rental rates as are agreed upon by the Contractor and the City prior to use of the equipment, plus thirty-three and one-third percent (33-1/3%) for the cost of fuel, oil, lubrication, and field repairs and maintenance. In no case shall the hourly rental rates exceed those of established distributors or equipment rental agencies serving the area.

The rate paid for the use of equipment constitutes full compensation to the Contractor for all costs, including fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators) and any and all costs to the Contractor incidental to the use of such equipment for the changed work.

Payment will not be made for the equipment while it is inoperative due to breakdowns or for time in which no changed work was performed. Payment for rentals will include time required to move equipment to the changed work from the nearest available rental source and to return it to the source. However, no moving, loading, or transportation costs will be paid if the equipment is used for any other portion of the Work.

Individual tools and pieces of equipment having replacement value of five hundred dollars ($500) or less shall be considered tools or small equipment and no payment will be made for those pieces of equipment.

9-8.03.D Subcontracts

Subcontract costs shall be the actual cost to the Contractor for work performed by a Subcontractor. The provisions of this Section 9-8.03, "Force Account", apply to the computation of subcontract costs. Subcontractors shall compute markups per the Section 9-9, "Markups for Changed Work", of these General Provisions.

9-9 MARKUPS FOR CHANGED WORK

Only the direct costs directly attributable to the performance of the changed work shall be allowed. All other costs shall be included in the allowed markups, including, but not limited to, profit, home office and field overhead, jobsite indirect costs, extended overhead, jobsite office personnel, general field superintendence, general engineering, supervision of labor, bond and insurance premiums, and general field expense, and shall constitute full

compensation for all costs not included as actual labor, materials, equipment, or Subcontractor costs. Markups for changed work shall not exceed the following:

Labor	25%
Materials	15%
Equipment Rental	15%
Bonds and Insurance	2%

The Contractor or Subcontractor, whomever actually performs the changed work, may add the markups to the total of allowable costs. When a Subcontractor performs work, the Contractor and any higher tiered Subcontractor may add as mark-up to the total of allowable costs an amount not to exceed five percent (5%), subject to the limitations of this Section.

When the City is entitled to credit for deleted work, a ten percent (10%) credit for deleted overhead of the Contractor or Subcontractor, as applicable, will be added to such credit.

9-10 COMPENSABLE EXCUSABLE DELAYS

Payments will be made as follows for compensable excusable delays, as defined in Section 7-12.02, "Excusable Delays", of these General Provisions. Contractor waives any and all monetary compensation for excusable delays other than the items listed below.

9-10.01 Construction Equipment

Compensation will be paid for construction equipment idle as a result of a compensable excusable delay to the extent costs are incurred. The prices paid for equipment will be those in the current edition of the Caltrans publication, "Labor Surcharge and Equipment Rental Rates", with the following modifications:

- The right-of-way delay factor for each classification of equipment will be applied to the rental rate.
- Compensation will be provided for the actual time of the delay, but not more than eight (8) hours per day.

Compensation will be provided for each day or portion of a day, excluding Saturdays, Sundays and holidays, for the duration of the delay, unless the approved current schedule identifies critical path work for these days.

9-10.02 Jobsite Indirect Costs

Indirect costs shall be limited to the following:

1. Actual payroll costs for field office staff incurred as a result of the delay, including management, supervision, safety, estimating, engineering, drafting, clerical, secretarial and accounting. A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee may be added to the payroll costs.
2. Actual cost for third-party services provided for the field office, such as

management, supervision, safety, estimating, engineering, drafting, clerical, secretarial, and accounting utilized in lieu of employees.

3. Applicable field office expenses for rent and utilities that are substantiated by invoices. Compensation for on-site plant, incidentals, and facilities for non-field office personnel including branch office and home office personnel will not be provided. Compensation for these items and other incidentals is included in the Section 9-10.03, "Markup for Compensable Excusable Delays", of these General Provisions.

9-10.03 Markup for Compensable Excusable Delays

Except for compensable excusable delays associated with archeological and cultural resources as described in Section 10-12, "Archeological and Cultural Resources", of these General Provisions and right-of-way delays, fifteen percent (15%) shall be added to job-site indirect costs for onsite plant, incidentals, overhead, home and branch office costs, bonds and profit. The Contractor shall determine the distribution of the markup among the Contractor, Subcontractors, and suppliers.

9-10.04 Duplicated Overhead Costs

If the Contractor is compensated for delays in accordance with this Chapter, and the delay is attributable to direct cost changes to which markups were added, equitable adjustments shall be made to eliminate the duplication of compensation for indirect and overhead costs and profit.

9-11 LIMITATIONS ON PAYMENTS FOR CHANGED WORK

The City will not pay the Contractor for costs in excess of prevailing market values, unless the Contractor can establish, to the satisfaction of the City, that the Contractor has investigated all possible means of providing the work and that the excess costs could not be avoided. The City will be the sole judge of the necessity of incurring costs in excess of market value and whether the excess costs are directly required for performance of changed work. The City's determination will be final.

9-12 TIME EXTENSIONS FOR CHANGES

The Contractor is entitled to adjustment in Contract Time only if completion of the entire Work or of any milestone outlined in the Special Provisions is extended due to changes impacting the controlling item of work. Each proposal submitted by the Contractor in accordance with Section 9-5, "Prosecution of Changes to the Contract", of these General Provisions, shall state the amount of extra time the Contractor believes the change added to the overall project schedule. Failure to request a time extension within the time allowed constitutes a waiver of the Contractor's right to subsequently claim an adjustment in Contract Time.

9-13 EFFECT ON SURETIES OF CHANGES TO THE WORK

No alterations, time extensions, extra or additional work or other changes authorized by these conditions or any part of the Contract shall affect the sureties' obligations under the

Contract.

9-14 CONTRACT CHANGE ORDER

The City will issue a Change Order if a change to the Total Contract Price or Contract Time is necessary. The Contractor shall not be entitled to any adjustments in either Total Contract Price or Contract Time for changes performed before receipt of a written directive requiring the changes or Change Order approved by the City. Adjustments in Contract Time or Total Contract Price for changes performed will not be made until a Change Order is approved by the City. A Change Order is generally comprised of one or more Field Directives or other written orders or directives, and contains a summary of each change and changes to the Total Contract Price and Contract Time.

9-15 ACCEPTANCE OF ORDERS FOR CHANGES

A Change Order that is substantially in agreement with the Contractor's Proposed Change Order, and/or the Contractor's written agreement of a Change Order, Field Directive or other written directive, will constitute the Contractor's final and binding agreement to the provisions of the Change Order, Field Directive, or other written directive, and a waiver of all claims in connection therewith, whether direct or consequential in nature, including those of any Subcontractors or suppliers. If the Contractor disagrees with any Change Order, Field Directive, or other written directive, the Contractor may submit a notice of potential claim to the City in accordance with Section 9-17, "Notice of Potential Claim", of these General Provisions. Disagreement with the provisions of a Change Order, Field Directive, or other written order will not relieve the Contractor of the Contractor's obligations under the Contract.

9-16 DISPUTE REGARDING CONTRACT REQUIREMENTS

If the Contractor and City fail to agree whether or not any work or other matter is within the scope of the Contract, the Contractor shall nevertheless immediately perform such work upon receipt of a written Field Directive or other written order. If Contractor disagrees with a decision by the City that any work is within the scope of the Contract, then the Contractor must follow the claims procedures in the Contract, including but not limited to Sections 7-13, 8-11, 9-17 and 9-18 of these General Provisions.

The Contractor shall not stop performing the Work pending resolution of a dispute, unless so ordered in writing by the City.

9-17 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to payment of any additional compensation (whether money or time) for any cause, including any disagreement, protest, or change, any act or failure to act by the City, or the happening of any event, thing or occurrence, unless the Contractor has given the City due advance written notice of potential claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional monetary compensation and/or time will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential claim.

The Contractor shall promptly provide a written Notice of Potential Claim to the City upon discovery of concealed or unknown conditions or upon any disagreement, protest, situation, event, or occurrence that may result in a claim, including but not limited to changes in work and delays. The Notice shall be submitted no more than five (5) Working Days after the discovery or occurrence of any event that may be the basis for a claim for additional compensation or additional time.

Failure to timely submit the Notice waives any Claim that Contractor may otherwise have had the right to submit based on the underlying occurrence or event.

9-18 SUBMISSION OF CLAIMS

Claims shall be subject to the requirements of Public Contract Code sections 20104 *et seq.* and 9204. A summary of those provisions is set forth below. A waiver of the rights granted by the referenced statutes 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) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

9-18.01 Definitions

"Claim" means a separate demand by the 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, 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 City.

"Mediation" means 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.

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

"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 the Contractor or is a lower tier subcontractor.

9-18.02 Claims Procedure.
All Claims under this Contract shall be resolved using the following procedure.

9-18.02.01 The Claim shall be in writing and include the documents necessary to substantiate the Claim as set forth in Section 9-18.03. Unless a different time is stated in the Contract Documents, Claims must be filed not later than thirty (30) Calendar Days after the proposed final payment request is returned to the Contractor by the City. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 9-18.03 below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.

9-18.02.02 If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the City because privity of contract does not exist, then the Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the Claim be presented 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 and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

9-18.02.03 Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, the City may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the City may have against the claimant. Where additional information is requested by the City, the time in which the City must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the City and the Contractor.

9-18.02.04 Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 9-18.02.03 above, the City shall provide the Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the City and the Contractor may, by mutual agreement, extend the time period for a response. Failure by the City to respond to a Claim within the time periods described herein shall result in the Claim

being deemed rejected in its entirety. A Claim that is denied by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

9-18.02.05 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. The City shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents.

9-18.02.06 If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

9-18.02.07 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, then the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the City to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement.

9-18.02.08 Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within 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. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.

9-18.02.09 If mediation is unsuccessful, then the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to Section 9-18.02.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

9-18.02.10 Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

9-18.02.11 Claims of $375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

(a) The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.

(b) The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award, requests a trial *de novo* but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial *de novo.*

(d) The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

9-18.03 Documentation of Claims by Contractor

For each Claim, the Contractor shall furnish claim documentation as herein specified.

Contractor shall submit three (3) certified copies of all claim documentation. All claim documentation shall be complete when submitted. The evaluation of the Contractor's claim will be based on City's records and the claim documentation submitted by Contractor. Claim documentation shall conform to generally accepted auditing standards and shall be in the following format:

1. Introduction and background
2. Issues
    a. Index of issues
    b. For each issue:
        - Background
        - Chronology
        - Contractor's position (reason for City's potential liability)
        - Supporting documentation of merit
        - Supporting documentation of damages
3. CPM schedules, as-planned versus as-built, and delay analysis
4. Productivity and damages exhibits
5. Summary of issues and damages

Supporting documentation of merit for each issue shall be cited by reference, photocopies, or explained. Supporting documentation may include, but not be limited to, General Provisions, Technical and other Specifications, Drawings, correspondence, conference notes, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules, photographs, technical reports, RFIs, Field Directives, and other related records.

Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but not be limited to, certified detailed labor, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as-planned and as-built costs; Subcontractor payment releases;

quantity reports; other related records; general ledger and any other accounting materials.

Each submission of Claim documentation shall include the following certification, signed in the same manner as the Contract was signed:

Claim Declaration

I, [name of declarant], declare the following:

[Contractor company name] has contracted with the City of Rocklin for the [name of project] project. I am authorized by my employer ([contractor company name]) to prepare the attached claim for compensation (in other words, for money and/or time extensions) to the City of Rocklin regarding this project (dated _____, 20_, and requesting $_____ and/or ___ additional working days), and I did prepare said attached claim. I am the most knowledgeable person at [contractor company name] regarding this claim.

I am aware of all law that relates to this claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the contract, may lead to fines, imprisonment, and/or other severe legal consequences for myself and/or [contractor company name].

The attached claim is prepared and submitted in good faith, does not breach the contract between [contractor company name] and the City of Rocklin for this project, does not violate any law, satisfies all provisions of the contract, only contains truthful and accurate supporting data, and only requests an amount that accurately reflects the adjustments to money and time for which I honestly and in good faith believe that the City of Rocklin is responsible under its contract with [contractor company name].

So that I could declare that the statements in this declaration and the attached claim were true and correct, while preparing this declaration and claim I consulted with others (for example, attorneys, consultants, or others who work for [contractor company name]) when necessary to assure myself that said statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

_____
[name of declarant]

If the Contractor is unable to support any part of a claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud by the Contractor, the Contractor shall be liable to the City for three (3) times the amount of damages which the City sustains, plus the cost of civil action, and may be liable to the City for a civil penalty of up to ten thousand dollars ($10,000) for each false claim.

9-19 ENGINEER'S DECISION

The Engineer will review the facts of any disputed Claim and may request additional information, evidence, or testimony in accordance with Section 9-18. The Engineer will render a fair, impartial decision based on the Contract, and the evidence submitted by the City and Contractor representatives.

9-20 ALTERNATIVE DISPUTE RESOLUTION

After all remedies and provisions of the Contract are exhausted, any dispute related to the Work or Contract may be resolved by mediation or arbitration if agreed upon by the parties involved and the City and the Contractor amend the Contract to agree on a form of alternative dispute resolution.

9-21 NO ALTERNATIVE CLAIMS PROCEDURE

Nothing in the Contract constitutes an agreement for an alternative claim procedure under the provisions of Government Code Section 930.2, nor relieves the Contractor of the requirements of Government Code, Part 3, Chapters 1 and 2 and Title 1, Division 3.6, Chapters 1, 2, 3, and 4, or Public Contract Code Section 20104.2(e).

9-22 ASSIGNMENT OF CLAIMS

The Contractor shall not assign any portion of the moneys due the Contractor without written City approval. No person other than the party signing the Contract has any claim under the Contract, except as provided in the Contract.

CHAPTER 10 - ENVIRONMENTAL CONTROLS AT WORK SITE

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CHAPTER 10 ENVIRONMENTAL CONTROLS AT WORK SITE

10-1 DUST CONTROL

10-1.01 General

Dust control is a year-round requirement. Dust control shall consist of applying water and/or soil binder/dust palliative to alleviate or prevent fugitive and nuisance dust resulting from the Contractor's operations, either within or outside the Work right-of-way. Dust control shall be performed by the Contractor at any time dust, resulting from the Contractor's operations, becomes a fugitive or a nuisance or visual impediment, or as directed by the City. Failure to adequately control dust will be cause for the City to direct the Contractor to suspend operations or for the City to perform such activity with all costs to be borne by the Contractor. The application of water for dust control may be performed by the Contractor for the Contractor's convenience.

10-1.02 Dust Palliative

Dust palliative shall be applied when deemed necessary by the City. Dust palliative may be used for dust control on disturbed soil areas, haul roads and staging areas. Dust palliatives are to be submitted to the City for approval prior to use and applied per manufacturer's recommendation. Costs for dust palliatives will be born solely by Contractor.

10-1.03 Measurement and Payment

Full compensation for applying water and/or dust palliatives for dust control is included in the prices paid for the various items of work involved and no additional compensation will be paid.

10-2 AIR POLLUTION CONTROL

The Contractor shall comply with all Federal, State, City, regional air district (Placer County Air Pollution Control District), and local air pollution control rules, regulations, ordinances, and statutes that apply to the Work. The Contractor shall also comply with the requirements of any permits issued to the City as noted in the Special Provisions.

10-3 BURNING

Unless otherwise provided in the Special Provisions or approved by the City in writing, material shall not be burned on site.

10-4 EROSION, SEDIMENT, AND WATER POLLUTION CONTROL

10-4.01 General

The Federal Clean Water Act requires construction sites to prevent pollutants entering storm drain systems. Storm drain systems include both constructed and natural facilities, including streams, waterways, and other bodies of water. The Contractor shall protect the local storm drain system from pollution, and shall conduct and schedule operations to avoid erosion and sediments. Where erosion may cause water pollution due to the nature of the material or the season, the Contractor's operations shall be scheduled so temporary or permanent erosion

control features are installed concurrently with, or immediately following, grading operations.

The Contractor is responsible for organizing and scheduling the Work to prevent, control, and/or abate water pollution. In order to provide effective and continuous control of water pollution, it may be necessary for the Contractor to perform the Work in small or multiple units, on an out-of-phase schedule, and/or with modified construction procedures. The Contractor shall coordinate water pollution control work with all other Contract work.

10-4.02 City Requirements

Unless specified otherwise in the Contract, all construction projects in the City of Rocklin must have a water pollution control program as follows:

- Construction projects disturbing more than the threshold number of acres as defined in the State General Construction Permit [currently one (1) acre] must have a Storm Water Pollution Prevention Plan (SWPPP). (See Section 10-4.04 below.)
- Construction involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more must have an Erosion and Sediment Control Plan (ESCP). (See Section 10-4.05 below.)
- All other construction must comply with the City of Rocklin Municipal Code. (See Section 10-4.06 below.)

Before starting the Work, the Contractor shall develop a program for the control of water pollution during the Work. The program shall indicate how the Contractor proposes to effectively control water pollution and provide drainage during the Work. The program shall also describe how the Contractor plans to monitor the effectiveness of the program. The program shall show erosion control work and all water pollution control measures the Contractor plans to implement in connection with the Work. The Contractor shall not perform any clearing, grubbing or earthwork on the project, other than that specifically authorized in writing by the City, without a water pollution control program. When requested by the City, the Contractor shall submit the program for review.

The City is not liable to the Contractor for any portion of the water pollution control program or subsequent revisions nor for any delays to the Work due to the Contractor's failure to prepare and implement a program nor for any delays as a result of City review.

10-4.03 Regulations, Ordinances, Permits, and Specifications

The Contractor is responsible for compliance with all Federal, State, City and local permits, rules, regulations, ordinances, statutes, and City directions that apply to erosion, sediment, and water pollution control. The Contractor, at a minimum, shall comply with the most stringent regulation, ordinance, permit, or specification of the following applicable to the Work:

- This Chapter or the Special Provisions
- Chapter 8.30 of Title 15 of the City Municipal Code
- Chapter 15.28 of Title 15 of the City Municipal Code
- State of California Construction Activities Storm Water General Permit
- Specific or general National Pollution Discharge Elimination System (NPDES) or other permits that cover the Work or are specific to the area of the Work
- The City of Rocklin Joint Municipal NPDES Permit

The Contractor's responsibility to provide water pollution control under this Chapter ends at Field Acceptance of the Work. (See Section 7-21 above.)

10-4.04 Storm Water Pollution Prevention Plan

For construction projects disturbing more than one (1) acre, the Contractor must obtain coverage under the State Water Resources Control Board (SWRCB) General Storm Water Permit to Discharge Storm Water Associated with Construction Activity (General Permit). General Permit coverage is obtained by certifying and filing a Notice of Intent (NOI) with the Regional Board. The Contractor will prepare and the City will file the NOI unless specified otherwise in the Special Provisions.

Additionally, unless specified otherwise in the Special Provisions, the Contractor shall prepare a SWPPP in accordance with the General Permit or other permit specified in the Special Provisions. The SWPPP shall be prepared by an individual qualified and certified about storm water pollution prevention methods and requirements, and shall be signed by the preparer of the SWPPP. The SWPPP shall be implemented by the Contractor before Work commences. The Contractor may not be allowed to mobilize until the plan is accepted. The SWPPP shall be kept onsite at all times, updated for the various phases of the project, and made immediately available for City and Regional Board Inspectors upon request. Updates shall be submitted to the City immediately for review. At a minimum, the SWPPP shall include all elements as specified in the State's order.

10-4.05 Erosion and Sediment Control Plan

Construction projects involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more, are required to comply with the provisions of Chapters 15.28 of Title 15 of the City Municipal Code.

The Erosion and Sediment Control Plan (ESCP) shall be prepared by a qualified and certified practitioner. When requested by the City, the ESCP shall be reviewed by the City before work commences. Unless otherwise approved by the City, the Contractor will not be allowed to mobilize until the plan is prepared. If the Contractor's methods fail to prevent erosion or siltation, the Contractor shall revise and adjust the control measures to provide effective control, and shall be responsible for any damage, fine, and/or administrative civil liabilities resulting from erosion or siltation originating on the Work site and any other site the Contractor controls or passes through.

10-4.06 Minimum City Requirements – Best Management Practices for Construction Activities.

All construction contractors performing work in the City shall conform to adopted City standards. In addition to any adopted BMPS or other requirements for construction projects adopted by the City, the following requirements shall apply to all projects undergoing construction in the City. The requirements set forth below shall apply.

1. Sediment, construction waste and other pollutants from construction sites and parking areas, including runoff from equipment at construction sites, shall be retained on the site to the maximum extent practicable.

2. Any sediment or other materials that are not retained on the site shall be removed the same day as the projects are completed. Where determined as necessary by the director, a temporary sediment barrier shall be installed.

3. Plastic covering may be utilized to prevent erosion of an otherwise unprotected area, along with runoff devices to intercept and safely convey the runoff.

4. Excavated soil or stockpiled base materials shall be located on the site in a manner that minimizes the amount of sediments running into the street or adjoining properties. Soil and materials piles shall be covered until the soil is either used or removed. Soil and materials shall not be placed on paved streets or sidewalks without specific permission of the City.

5. No washing of construction or other industrial vehicles shall be allowed on a construction site or property adjacent to a construction site.

6. Drainage controls shall be utilized as needed, depending on the extent of the proposed grading and topography of the site, including but not limited to the following: detention ponds, sediment ponds, infiltration pits, dikes, filter berms, ditches, down drains, chutes, or flumes.

Notification to the Project Manager shall be required within twenty-four (24) hours following the failure of authorized measures to prevent erosion or sediment from leaving the construction site, the deposit of debris or material on adjoining property or public rights-of-ways, or the interference with any existing watercourses or drainage facilities.

10-4.07 Compliance

Compliance with the provisions in this Chapter does not relieve the Contractor of the responsibility for compliance with other Contract provisions.

The Contractor shall perform routine inspection and maintenance of BMP's. Inspections shall be done prior to, during, and after each rain event. The Contractor is solely responsible for preparing and maintaining inspection and monitoring records; and for including those records in the SWPPP or, in the case of Erosion and Sediment Control Plans, the site or project Maintenance Log, copies of which shall be available to the City for review upon request.

The Contractor shall immediately correct or replace any ineffective BMP. If the measures taken by the Contractor are inadequate to effectively control water pollution, the City may direct the Contractor to revise the operations and water pollution control program. The City may restrict work from being performed until the water pollution control measures are adequate and, if required, a revised water pollution control program is in place. Continued noncompliance may result in the City suspending the Work in accordance with Section 5-21, above. The City reserves the right to take corrective action and withhold City costs for corrective action from progress payments or final payment in accordance with Section 8-8, above.

Any fines, including third-party claims, levied against the City as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 8-8, of the General Provisions.

10-4.08 Payment

Except as otherwise provided in the Special Provisions, full compensation for compliance with all applicable erosion and sediment control and storm water pollution and prevention requirements will be included in the prices paid for the various Contract items of work and no

additional compensation will be allowed.

10-5 CONTROL OF WATER IN THE WORK

When groundwater or surface run-off water is encountered, the Contractor shall furnish, install, maintain, and operate all necessary machinery, appliances, and equipment to keep excavations and wet areas reasonably free from water. De-watering operations shall remain in effect until the Work has been completed, inspected, and approved, and all danger of flotation and other damage is eliminated. Water pumped from waterways, trenches, excavations, or low spots shall be disposed as specified in the Special Provisions or as directed by the City.

The Contractor is not allowed to dispose of any water that contains sediment or other contaminants. The Contractor is responsible for providing filtration, settlement, or disposal facilities as required to comply with the requirements of Section 10-4, above.

10-6 NOISE CONTROL

The Contractor shall comply with all local noise control and noise level rules, regulations, and ordinances that apply to the Work. The Special Provisions may contain specific or additional requirements. Internal combustion engines used for any purpose on the Work must be equipped with a muffler recommended by the manufacturer.

10-7 CONTAMINATED AND HAZARDOUS MATERIALS OR ENVIRONMENTS

10-7.01 Contaminated or Hazardous Materials

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes that apply to the handling, storage, and disposal of contaminated and hazardous materials. All work involving material containing asbestos must be performed in accordance with California Labor Code, Sections 6501.5 through 6510 and California Code of Regulations, Title 8, Section 5208 and any other pertinent regulations.

10-7.02 Hazardous Environments

Existing sewers and appurtenances exposed to sewage and industrial wastes are considered contaminated with disease-causing organisms. The Contractor shall advise all personnel (including Subcontractor personnel) in contact with contaminated facilities, debris, wastewater, or similar items of the necessary precautions to avoid disease. It is the Contractor's responsibility to urge all personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

10-8 USE OF EXPLOSIVES

The Contractor shall not use explosives on the Work unless the City grants permission in writing or the use of explosives is specified in the Contract Documents, and then only under such conditions as the City prescribes.

10-9 SANITARY REGULATIONS

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes with respect to sanitation. The Contractor shall obey and enforce such sanitary requirements, and shall take precautions against contagious or infectious diseases. Sanitary conveniences for the use of the workers shall be constructed or installed and maintained by the Contractor. The Contractor shall strictly enforce use of such facilities.

10-10 CONFINED SPACES

10-10.01 Contractor Responsibilities and Qualifications

When working in a confined space, the Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, the Contractor shall submit for City review a copy of the entry permit and associated documentation. The Contractor's submittal shall be made thirty (30) days prior to any confined space entry in accordance with Section 5-8, above. The Contractor will not be allowed to make a permit-required confined space entry until the City has reviewed the Contractor's qualifications and proposed methods.

The Contractor shall conform to the procedures established by the Contractor's submittal during all confined space operations. Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. The Contractor shall also provide all monitoring, safety, and communications equipment required for confined space operations.

10-10.02 City Responsibilities for Permit Confined Spaces

The Contractor shall be provided with information regarding known hazards and known or potential permit spaces. After the City has reviewed the Contractor's submittal to perform permit-required confined space entry work, the Contractor will be provided with the following:

- Notification of the location, physical characteristics, known hazards, etc. regarding the permit-required confined space the Contractor anticipates entering.
- Information regarding safety items (e.g. nearby emergency equipment), precautions, procedures, safeguards, etc. installed or implemented and that may be available to the Contractor's employees in or near the permit-required confined space.

The City's failure to identify a confined space does not relieve the Contractor of the responsibility for compliance with the requirements of Article 108 (Cal-OSHA) and this Chapter.

10-10.03 Existing Sewers and Storm Drains

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drain pipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

10-10.04 Joint City – Contractor Entries

Unless otherwise directed in writing by the City, when City employees work alongside the Contractor in a permit-required confined space, the permit procedures for both the City and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.

10-11 CLEANING UP

The Contractor shall keep the site in a neat and presentable condition. The Contractor shall dispose of surplus materials, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work. When material is disposed of outside of an easement, street, or highway right-of-way, or other City-owned properties, the Contractor shall do so in accordance with the Contract Documents.

10-12 ARCHEOLOGICAL AND CULTURAL RESOURCES

If archeological or cultural resources are discovered during the Work, the Contractor shall cease all construction operations in the vicinity of the discovery until a qualified archeologist can assess the value of these resources and make recommendations to the State Historic Preservation Officer. Archeological and cultural resources include artifacts, large amounts of bone, shell, or flaked stone, and other evidence of human activity. If the State Historic Preservation Officer or the City directs that work be temporarily ceased at the location of an archeological or cultural find, the Contractor shall temporarily suspend work at the location.

If the City or the State Historic Preservation Officer temporarily suspends a portion of the Work for cultural purposes, any associated delays are considered excusable in accordance with Section 7-12.02, "Excusable Delays", above.

10-13 PROTECTION OF EXISTING TREES

Special attention shall be given to protection of certain native and ornamental trees or shrubs, landmark trees, and all native oak trees. Additional requirements for specific trees may be shown on the Plans, or designated in the Special Provisions or by the City. No native oak trees shall be removed or disturbed unless specifically designated for removal on the Plans or by the City. Every reasonable effort shall be made to avoid creating conditions adverse to the tree's health. The natural ground three (3) fee outside of the drip line of protected trees shall remain as undisturbed as possible. All protected trees within the Work area that require pruning for construction clearance shall be pruned prior to commencement of construction. Native oak trees that require pruning of branches larger than two inches (2") in diameter shall be pruned by a Certified Arborist.

CHAPTER 11 – PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS

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CHAPTER 11 PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS

11-1 GENERAL

Preconstruction photographs will only be required when specified in the Special Provisions. Record Drawings are required on all City Work, unless directed otherwise in writing by the City.

11-2 PRECONSTRUCTION PHOTOGRAPHS

Preconstruction digital photographs shall be taken by the Contractor at one-hundred foot (100') intervals along the route of the Work before any construction begins. The view in each photograph shall show the date; and include name of the Project, lateral or street, and applicable station designation in the form of a sign or legend in the record book. The views in preconstruction photographs shall include the entire construction zone and, in particular, show the interface between the right-of-way and construction zone, and abutting property features such as, but not limited to, condition of existing streets, sidewalks, driveways, fences, landscaping, buildings abutting work site, and existing surface utility facilities on and close to the Work. All essential features of the project area shall be shown accurately. The City may order additional photographs showing additional features or orientations, if the City determines that all essential features are not accurately or adequately shown.

11-3 RECORD DRAWINGS

The Contractor shall maintain a neat and accurately marked set of Record Drawings (as-builts), which shall be provided to the City for review and approval prior to final acceptance of the Work. The Record Drawings shall represent the Work as constructed and document changes to the Work shown on the Project Plans, and shall show the actual as-constructed conditions of installed or modified systems, equipment, and material.

Record Drawings shall be produced by marking a full size copy of the Project Plans as follows:
Red - Additions including notes and dimensions.
Green - Deletions (by hash marks or appropriate lines through the deletion.)
Graphite (gray) - General comments and notes used by Contractor or City and not required on the as-built.
Yellow – Work completed as shown and used by the City in field review of the as-built, during the submittal phase.
Blue – City verification and notes required to be added and noted by the City in review of the as-built, during submittal phase.

The Record Drawings shall show, by field measured dimensions, the exact locations of all underground work, including all sprinkler system piping and components, and the final elevations and locations of all improvements constructed, modified or adjusted. Record Drawings shall be available for inspection by the City at all times and shall be updated at least weekly with all changes pertinent to Field Directives, other written directives, RFI responses, and Change Orders shown thereon. Progress payments or portions thereof may be withheld if Record Drawings are not kept up to date.

Unless otherwise specified in the Special Provisions, the Contractor shall submit two (2) sets of Record Drawings to the City at the final inspection for review. Upon approval, the Contractor shall submit one paper set and electronic versions (AutoCAD, PDF, or TIF) on CD or flash drive. These Record Drawings shall include certification by the Contractor that the Record Drawings are a true representation of the Work as actually constructed. The Work will not be formally accepted until the Record Drawings are provided to and approved by the City. Final payment or a portion thereof may be withheld if final Record Drawings are not provided.

11-4 MEASUREMENT AND PAYMENT

When the Contract includes a separate item for preconstruction photographs, preconstruction photographs will be paid for at a lump sum price. The lump sum price paid for preconstruction photographs includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in taking and submitting preconstruction photographs, or optional video tape, as specified in these Specifications and the Special Provisions, and as directed by the City. When the Contract does not include a payment item for preconstruction photographs, full compensation for preconstruction photographs is included in the prices paid for the various items of work and no separate payment will be made.

Full compensation for Record Drawings is included in the prices paid for the various items of work and no separate payment will be made.

SPECIFICATIONS/BID SCHEDULE DETAIL

The following descriptions of bid items are provided to further describe several items contained in the proposal. It is not the intention of this summary to limit each only to those special work descriptions, but rather show that each item listed shall include everything required, whether specifically enumerated or not, to construct, install or provide, including profit and overhead, the complete item of work.

All quantities and measurements are approximate, and should be field-verified prior to bid submittal.

Unit prices shall include all related costs to remove and replace material as specified below. This includes all traffic striping/marking removal and replacement, any water pollution control that is needed, any required mobilization or delivery, and all traffic control.

All quantities and bid items are assumed to have no rock within the project limit. Therefore, in bidding the items, contractor shall assume no rock excavation.

In the event rock is encountered, the removal and disposal shall be considered extra work.

BID ITEM 1 & 6 – EXCAVATE/REPLACE ASPHALT CONCRETE (TYPE A)

This work shall consist of removing existing asphalt concrete surfacing and underlying base material and replacing the removed surfacing and base material with new asphalt concrete as shown on the plans and in conformance with the Special Provisions.

The unit price paid under this item shall include all labor, tools, materials, and equipment necessary to cold mill existing pavement, disposal of material, and furnish and place new hot mix asphalt concrete. (Type-A HMA)

The exact limits of asphalt concrete surfacing to be removed and replaced will be determined by the Project Manager.

Existing asphalt concrete surfacing and underlying base material removed during a working day shall be replaced the same working day before the time the lane is to be opened to public traffic in conformance with the Special Provisions. (Don't remove asphalt if you can't finish it with HMA in the same day.)

Surfacing and base shall be removed without damage to surfacing that is to remain in place. Damage to pavement which is to remain in place shall be repaired to a condition satisfactory to the Project Manager or the damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Project Manager. Repairing or removing and replacing

pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense and will not be measured nor paid for.

Removed materials shall be disposed of outside the highway right of way in conformance with the provisions in Section 13-4 and 14-10 of the 2010 Caltrans Standard Specifications.
The material remaining in place, after removing surfacing and base to the required depth, shall be graded to a plane, watered, and compacted. The finished surface of the remaining material shall not extend above the grade established by the Project Manager.

Areas of the base material which are low as a result of over excavation shall be filled, at the Contractor's expense, with asphalt concrete.

The quantity of excavate/replace of asphalt concrete to be paid for and measured by the square foot. Weigh tickets will be required for tonnage verification.

The contract price paid per square foot to excavate/replace of asphalt concrete shall include full compensation for furnishing all labor, materials (including asphalt concrete), removal and disposal of spoils and materials, tools, equipment, and incidentals, and for doing all the work involved in excavate/replace of asphalt concrete complete in place, as shown on the plans, as specified in the Standard Specifications and the Special Provisions, and as directed by the Project Manager.

Asphalt concrete shall be hot plant mixed and shall be furnished from the plant at a temperature not to exceed 325 degrees F.

Asphalt concrete for paving and repair work shall be Type A Medium Gradation, conforming to the requirements of Section 39 of the 2010 Caltrans Standard Specifications. Asphalt binder shall be an PG-64-10 viscosity graded, steam refined paving asphalt conforming to Section 92 of the 2010 Caltrans Standard Specifications.

All types of Asphalt Concrete shall comply with the specifications below.

The actual asphalt cement content may vary up to 0.5% plus/minus from the target optimum bitumen content (OBC) unless the job-mix-design and final product indicate the required provisions are not met.

NOTE: At the OBC, the compacted mixture shall have the following properties:

37 min. Type A

The suggested job-mix-design air voids below are provided to help obtain compaction requirements in the field and are not a specification requirement.

Air Voids 3% to 5%

Only materials conforming to the specifications shall be incorporated in the work. The materials shall be manufactured, handled and used to industry standards.

The Contractor shall furnish the Project Manager for review and approval, at least ten (10) working days prior to start of work, a list of his sources of materials together with a Certificate of Compliance, indicating that materials to be incorporated in the work fulfill the requirements of these specifications and the job-mix-design for the asphalt concrete.

The Certificate of Compliance shall be signed by the material supplier of his representative. It is the intent of these specifications that materials to be incorporated in the work meet the requirements of these specifications after incorporation in the paved areas shown on the plans.

At least ten (10) working days prior to start of work, the Contractor shall also furnish a job-mix-design for the asphalt concrete. The job-mix-design shall indicate all of the following:

1. Percentage passing each sieve size
2. Percent asphalt recommended
3. Percent voids*
4. Stability*
5. Maximum theoretical unit weight*

The * items shall be provided at each asphalt content used to arrive at the recommended optimum bitumen content.

The job-mix-design shall be in effect until a change is approved in writing by the Project Manager.

The Contractor shall be responsible for all costs associated with the required job-mix-design. Recent mix designs from previous jobs using the same mixture may be submitted for approval. Mix design in excess of 6 months in age must be submitted with recent gradations for verification.

The Project Manager shall have the right to obtain samples of all materials to be used in the work and to test such samples for the purpose of determining specifications compliance. The Project Manager reserves the right to obtain samples at the point of delivery and/or at the point of
manufacture. The Project Manager shall also have the right to inspect sources of materials to be used in the work to determine workmanlike procedures used by the materials supplier. Any material testing completed or not completed by the Project Manager does not relieve the Contractor of complying to the provisions herein.

The asphalt concrete used for overlay shall conform to these specifications.

Prior to placing the overlay, all areas capable of ponding water greater than 3/8 inch in depth shall be leveled as necessary to eliminate the possibility of standing water.

Any time new asphalt concrete is to be placed in contact with existing asphalt concrete the surface shall be cleaned and a tack coat of asphaltic emulsion applied to insure proper bond. Tack coat emulsion shall be SS-Ih. Tack coat may be diluted for workability, but shall be applied at a rate equivalent to 0.05 to 0.15 gallons per square yard undiluted.

The asphalt concrete shall be delivered to the site in a thoroughly blended condition and shall be spread by a self-propelled asphalt paving machine in such manner as to avoid segregation of aggregate during the placing operations. Areas inaccessible to spreading and compaction equipment may be paved by such methods as may be approved by the Project Manager.
Large aggregate that migrates to the surface during handwork shall be returned to the paver box rather than scattered over the surface of the mat.

All mixtures shall be spread at a temperature of not less than 260 degrees F., and not greater than 300 degrees F. Initial rolling shall be performed immediately after placement. No asphalt concrete is to be placed when the atmospheric temperature is below 50 degrees F.

Asphalt concrete surfacing shall be placed in lifts no less than 1.5 inches or greater than 3 inches in thickness (compacted). Total thickness of surfacing shall be as indicated on the plans.

Asphalt pavers shall be self-propelled mechanical spreading and finishing equipment, provided with a screed or strike-off assembly capable of distributing the material to not less than ten (10) feet. Screed action shall include any cutting, crowding or other practical action which is effective on the mixture without tearing, shoving, or gouging, and which produces a surface texture of uniform appearance. The screed shall be adjustable to the required section and thickness. The paver shall be provided with a full width roller or tamper or other suitable compacting devices.

The asphalt paver shall operate independently of the being unloaded or shall be capable of propelling the vehicles being unloaded in satisfactory manner and, if necessary, the load of the haul vehicle shall be limited to that which will insure satisfactory spreading. While being unloaded, the haul vehicle shall be in contact with the machine at all times, and the brakes on the haul vehicles shall not be depended upon to maintain contact between the vehicle and the machine.

If a bucket or tank of diesel fuel is carried on the paver for the purpose of cleaning rakes and shovels, a container of Grease Sweep or equivalent absorbent material shall also be carried on the paver. All diesel spills shall be promptly cleaned up.

The Contractor shall furnish equipment capable of producing the required compaction. Vibratory rollers shall be double steel drum, having adjustable frequency and amplitude settings directly available to the operator during operation. The roller shall be equipped with self-reversing eccentrics. The vibratory mode shall automatically shut off when machine direction is changed.

Rollers shall not be parked or left idling on the overlay surface until it has completely cooled.

Asphalt concrete shall be compacted to minimum 93 percent of Maximum Theoretical Density (density with zero air voids) as determined by American Society of Testing Materials (ASTM) D-2041.

The surface, when completed, shall be smooth, dense, well-bonded, and of uniform texture and appearance. The compacted surface course of asphalt concrete shall be free from ruts, humps, depressions, or irregularities. When a straight-edge 12 feet long is laid on the finished surface and parallel with the center line of the road or driveway, the surface shall not vary more than 0.02 foot from the lower edge of the straight-edge. The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 0.02 foot are present when tested with a straight-edge 12 feet long laid in a direction transverse to the center line and extending from edge to edge of a 10 foot pass.

Any ridges, indentation or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued.

Finished asphalt concrete pavements which do not conform to the specified compaction requirement will be paid for using the following pay factors.

In-Place Compaction	Pay Factor
93% or greater	100% Pay factor
90 – 92.9%	90% Pay factor
89.9% or less	Remove and replace as directed by Project Manager

Final payment for asphalt concrete shall be based on Weigh master's Certificates and shall be paid for at the price bid per Ton.

T-Cuts -6- will be per detail on page 2 of the attached details

Paving Fabric -3- will be Glass Pave 25 or City approved equal and must be installed per manufacturers specifications/recommendations. Fabric must be recyclable. Item will be paid for

by sq. Ft. and shall include full compensation for all labor, tools, equipment materieal, and incidental work.

BID ITEM 4 – Class II ¾" Asphalt Base Rock

Shall include full compensation for all labor, tools, equipment, material and incidental work necessary to place Class II ¾" Asphalt Base Rock (AB) in lifts not greater than six (6) inches and compacted to 95% relative compaction. Base rock will only be placed as needed and must be autorized by the Project Manager prior to placement.

BID ITEM 5 – Traffic Detector Loops

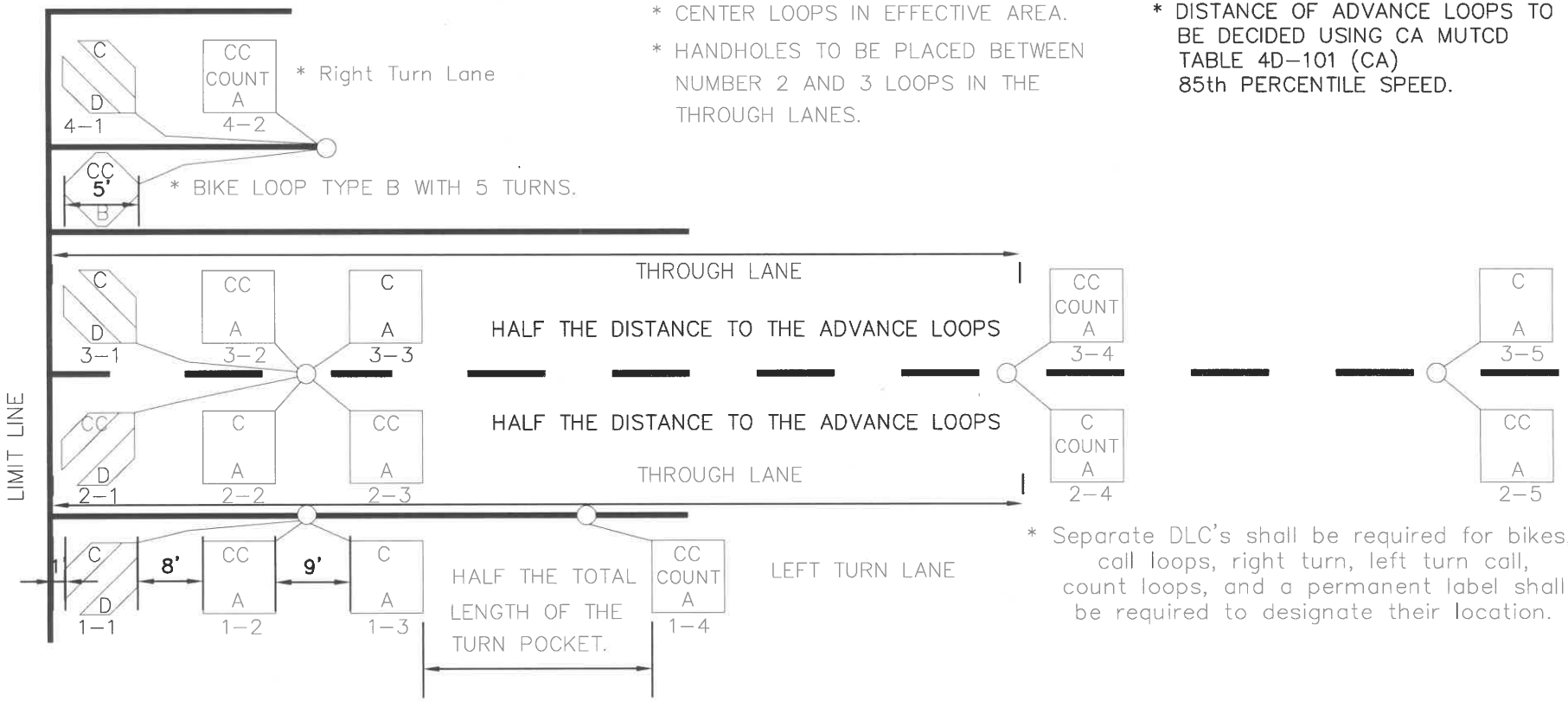
Price is per loop based on a minimum of two loops per location and shall include one Detector Handhold, full compensation for all labor, tools, equipment, material and incidental work necessary to replace any traffic loops damaged during construction. All loops will be replaced per DWG #8-5 of the City of Rocklin construction standard. Detector Handholds are required

BID ITEM 8 – Identify, Protect, Adjust and/or Restore Existing Manholes, Utility Boxes, and Monuments to Grade

Shall include full compensation for all labor, tools, equipment material, and incidental work necessary to identify, protect, adjust and/or restore existing manholes, utility boxes and monuments to grade as needed and agreed upon by City Project Manager, or his designee. All work shall conform to the appropriate agency responsible for the manhole and as specified in Section 15 of the 2010 Caltrans Standard Specifications. In the event all or a portion of the item to be relocated is damaged beyond repair, the bid price shall be considered as full compensation to replace the damaged portion as though it were undamaged. The contractor is responsible to identify the number of utilities impacted throughout the duration of the project.

BID ITEMS 2 & 7 - STRIPING

Replace existing striping per MUTCD standard details.



LOOP DETECTOR ASSIGNMENTS

	LT(1)	LT(2)	1 THRU	2 THRU	3 THRU
CALL	1I1U 3I5U 5J1U 7J5U	1I1L 3I5L 5J1L 7J5L	2I4U 4I8U 6J4U 8J8U		2I4L 4I8L 6J4L 8J8L
COUNT	1I9U* 3I9L* 5J9U* 7J9L*		2I3U 4I7U 6J3U 8J7U	2I2U 4I6U 6J2U 8J6U	2I2L 4I6L 6J2L 8J6L
ADVANCE			2I3L 4I7L 6J3L 8J7L		

LEGEND

A= TYPE "A" LOOP
B= TYPE "B" LOOP
D= TYPE "D" LOOP
C= CLOCKWISE WOUND LOOP
CC= COUNTER CLOCKWISE WOUND LOOP
1-1= LANE # , LOOP#
COUNT= COUNT LOOP

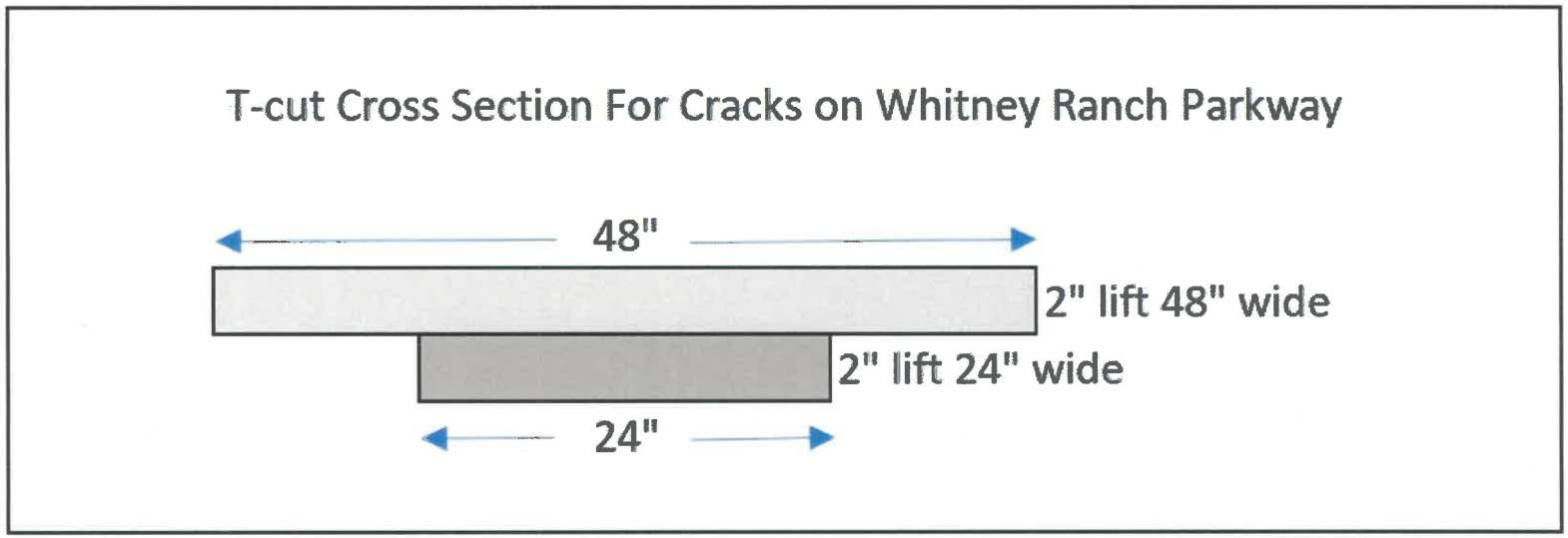
DRAWING APPROVED – CITY ENGINEER

CITY OF ROCKLIN
ENGINEERING DIVISION

TYPICAL LOOP DETECTOR LAYOUT

SCALE: NONE
DATE: AUGUST 2015
DRAWN BY: J. PINKHAM

DWG # 8-5


T-cut Cross Section For Cracks on Whitney Ranch Parkway
48"
2" lift 48" wide
2" lift 24" wide
24"

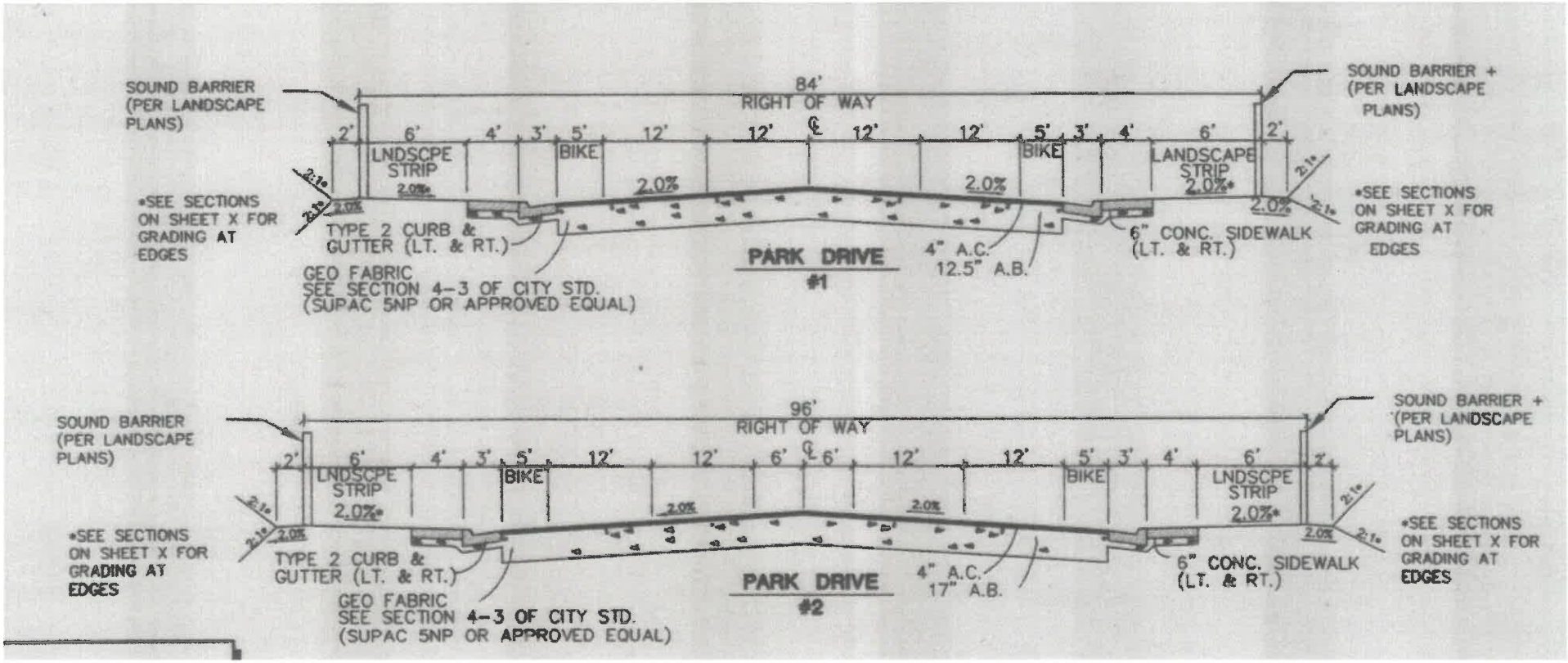
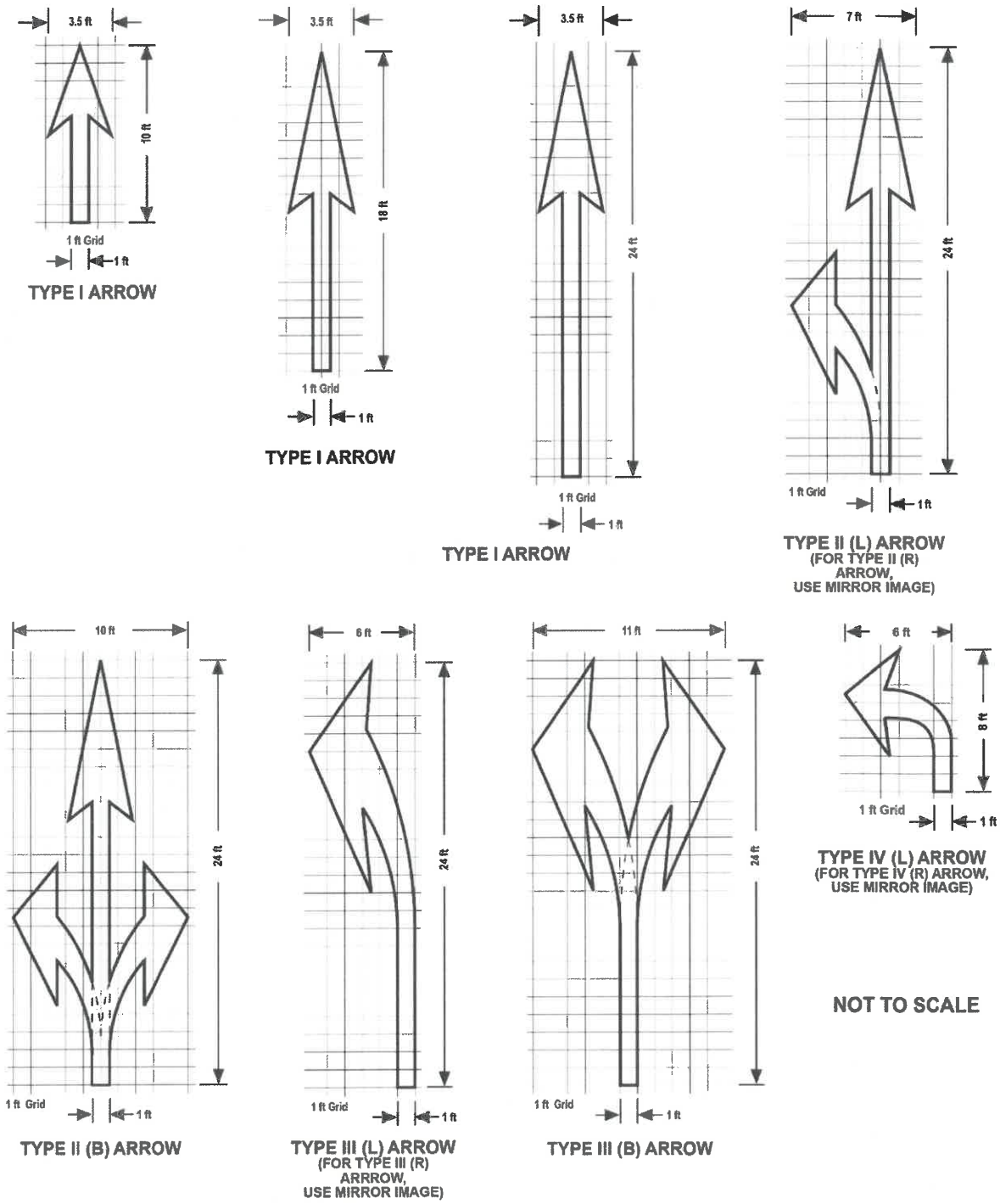
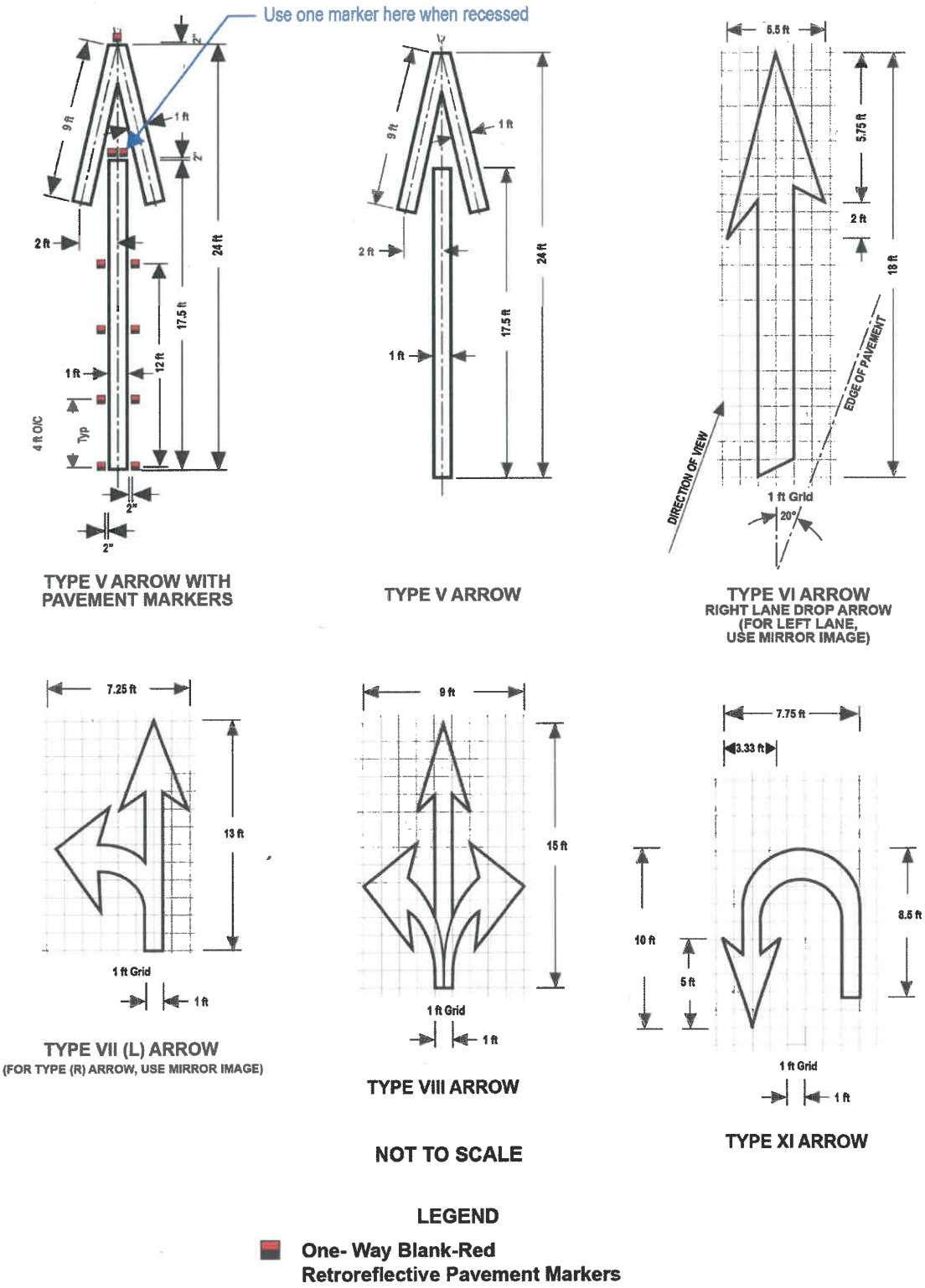

SOUND BARRIER (PER LANDSCAPE PLANS)
84' RIGHT OF WAY
SOUND BARRIER + (PER LANDSCAPE PLANS)
2' 6' 4' 3' 5' 12' 12' 12' 12' 5' 3' 4' 6' 2'
LNDSCPE STRIP
BIKE
BIKE
LANDSCAPE STRIP
2.0%
2.0%
2.0%*
2.0%
2.0%
*SEE SECTIONS ON SHEET X FOR GRADING AT EDGES
TYPE 2 CURB & GUTTER (LT. & RT.)
GEO FABRIC SEE SECTION 4-3 OF CITY STD. (SUPAC 5NP OR APPROVED EQUAL)
PARK DRIVE #1
4" A.C. 12.5" A.B.
6" CONC. SIDEWALK (LT. & RT.)
*SEE SECTIONS ON SHEET X FOR GRADING AT EDGES
SOUND BARRIER (PER LANDSCAPE PLANS)
96' RIGHT OF WAY
SOUND BARRIER + (PER LANDSCAPE PLANS)
2' 6' 4' 3' 5' 12' 12' 6' 6' 12' 12' 5' 3' 4' 6' 2'
LNDSCPE STRIP
BIKE
BIKE
LNDSCPE STRIP
2.0%*
2.0%
2.0%
2.0%*
2.0%
*SEE SECTIONS ON SHEET X FOR GRADING AT EDGES
TYPE 2 CURB & GUTTER (LT. & RT.)
GEO FABRIC SEE SECTION 4-3 OF CITY STD. (SUPAC 5NP OR APPROVED EQUAL)
PARK DRIVE #2
4" A.C. 17" A.B.
6" CONC. SIDEWALK (LT. & RT.)
*SEE SECTIONS ON SHEET X FOR GRADING AT EDGES

Figure 3B-24 (CA). Examples of Standard Arrows for Pavement Markings (Sheet 1 of 8)



NOTE: The design details for various arrows are also shown in Department of Transportation's Standard Plans.

Figure 3B-24 (CA). Examples of Standard Arrows for Pavement Markings (Sheet 2 of 8)



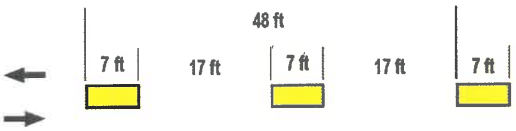
NOTE: The design details for various arrows are also shown in Department of Transportation's Standard Plans.

Figure 3A-101 (CA). Centerlines - 2 Lane Highways

FOR SPEEDS 40 mph OR LESS

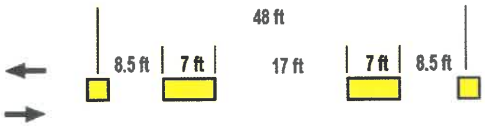
POLICY

DETAIL 1



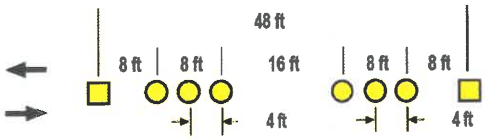
Centerline pattern for use on two-lane streets and highways (normally used on local streets and highways).

DETAIL 2



Centerline pattern with pavement markers for use on two-lane streets and highways.

DETAIL 4



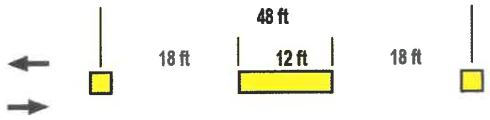
Alternate to Detail 2. For use at problem locations where it is difficult to place and maintain centerline because of moisture, sand, etc.

FOR SPEEDS 45 mph OR MORE

DETAIL 5

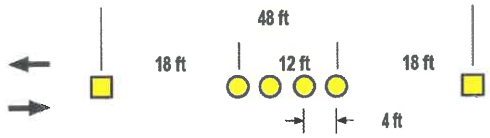
Centerline pattern for use on two-lane streets and highways (normally used on local streets and highways).

DETAIL 6



Centerline pattern with pavement markers for use on two-lane streets and highways.

DETAIL 7



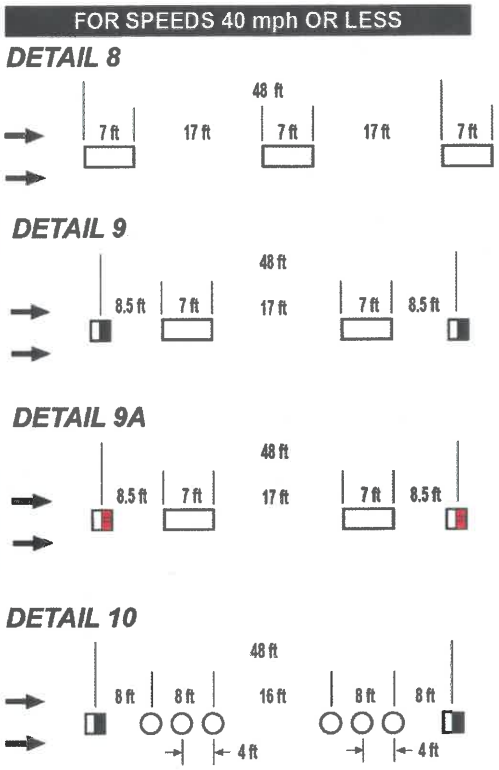
Alternate to Detail 6. For use at problem locations where it is difficult to place and maintain centerline because of moisture, sand, etc.

LEGEND

- 4 to 6 in Yellow (for local agencies)
  6 in Yellow (on State Highway System)
- Direction of Travel
- Two-Way Yellow Retroreflective Markers
- Non-Retroreflective Yellow Markers

NOT TO SCALE

Figure 3A-102 (CA). Lane Lines - Multilane Highways (Sheet 1 of 2)



POLICY

Lane Line pattern for use on multilane streets and highways (normally used on local streets and highways).

Lane Line pattern with pavement markers for use on multilane streets, and highways.

Lane line pattern with pavement markers for use on multilane streets, highways and freeway ramps.

Lane Line pattern with pavement markers for use on multilane streets, highways and freeway ramps.

NOT TO SCALE

LEGEND

4 to 6 in White (for local agencies)
6 in White (on State Highway System)

One-Way Clear Retroreflective Markers

Red-Clear Retroreflective Markers

Non-Retroreflective White Markers

Direction of Travel

Figure 3A-102 (CA). Lane Lines - Multilane Highways (Sheet 2 of 2)

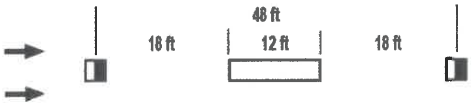
FOR SPEEDS 45 mph OR MORE

POLICY

DETAIL 11

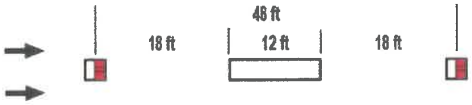
Lane Line pattern for use on multilane streets and highways (normally used on local streets and highways).

DETAIL 12



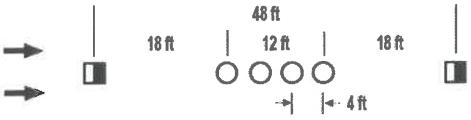
Lane Line pattern with pavement markers for use on multilane conventional streets and highways, expressways and collector roads.

DETAIL 12A



Lane Line pattern with pavement markers for use on multilane conventional streets and highways, freeways, expressways, freeway ramps, and freeway to freeway connectors.

DETAIL 13



Lane Line pattern with pavement markers for use on expressways, and collector roads.

NOT TO SCALE

LEGEND

4 to 6 in White (for local agencies)
6 in White (on State Highway System)

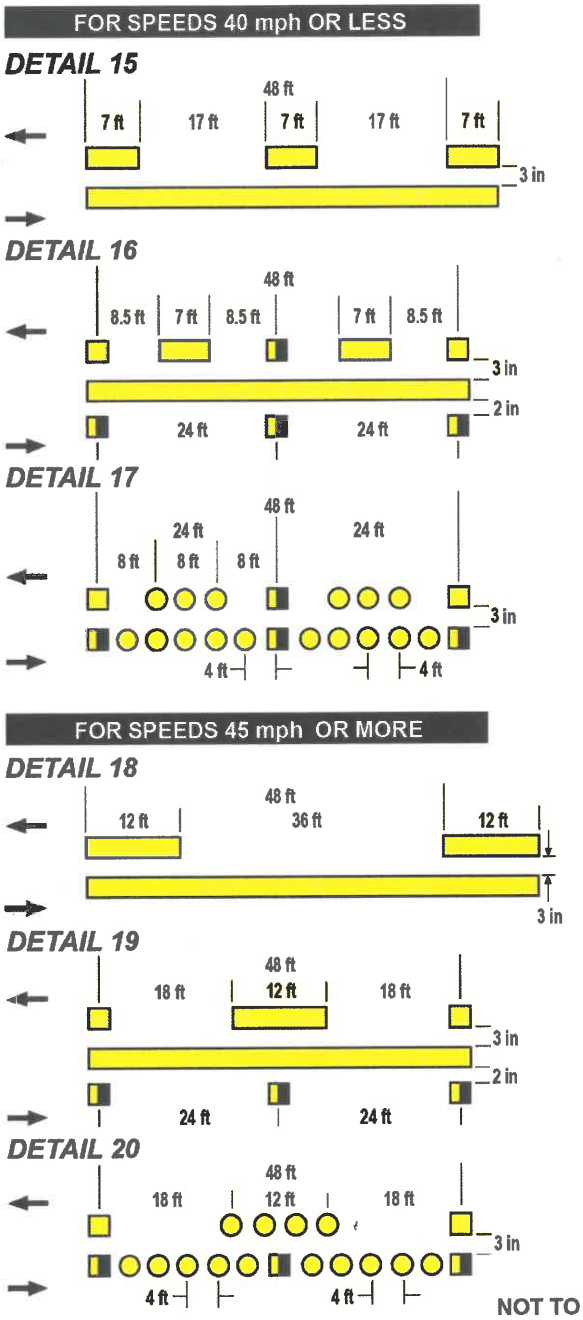
One-Way Clear Retroreflective Markers

Red-Clear Retroreflective Markers

Non-Retroreflective White Markers

Direction of Travel

Figure 3A-103 (CA). No Passing Zones - One Direction



POLICY

One direction no-passing pattern for use on two-lane streets and highways (normally used on local streets and highways). See Note 2.

One direction no-passing pattern with pavement markers for use on two-lane streets and highways. See Notes 1 and 2.

Alternate to Detail 16. For use with Detail 4.

One direction no-passing pattern for use on two-lane streets and highways (normally used on local streets and highways). See Note 2.

One direction no-passing pattern with pavement markers for use on two-lane streets and highways. See Notes 1 and 2.

Alternate to Detail 19. For use with Detail 7.

NOT TO SCALE

NOTES: 1. Pavement markers shown off the solid line in Details 16 and 19 may be placed on the line.
2. If the material used for centerline marking is paint, a 3 in black line shall be placed between the yellow lines on State highways and may be placed on streets and highways under local jurisdiction.

LEGEND

4 to 6 in Yellow (for local agencies)
6 in Yellow (on State Highway System)

Two-Way Yellow Retroreflective Markers

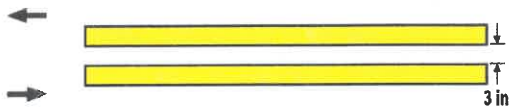
Non-Retroreflective Yellow Markers

Direction of Travel

One-Way Yellow Retroreflective Markers

Figure 3A-104 (CA). No Passing Zones - Two Direction

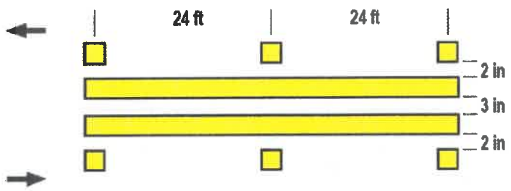
DETAIL 21



POLICY

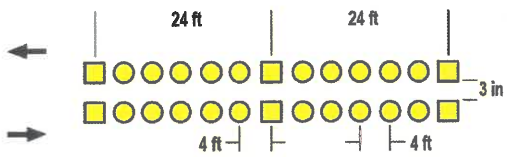
Two-direction no-passing pattern for use on two-lane streets and highways (normally used on local streets and highways). See Note 2.

DETAIL 22



Two-direction no-passing pattern with pavement markers for use on two-lane streets and highways. See Notes 1 and 2.

DETAIL 23



Alternate to Detail 22. For use with either Detail 4 or Detail 7.

NOT TO SCALE

NOTES:
1. Pavement markers shown off the solid line in Detail 22 may be placed on the line.
2. If the material used for centerline marking is paint, a 3 in black line shall be placed between the yellow lines on State highways and may be placed on streets and highways under local jurisdiction.

LEGEND

4 to 6 in Yellow (for local agencies)
6 in Yellow (on State Highway System)

Two-Way Yellow Retroreflective Markers

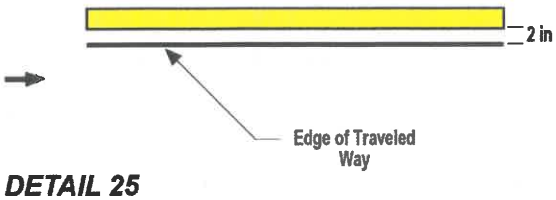
Non-Retroreflective Yellow Markers

Direction of Travel

Figure 3A-105 (CA). Left Edge Lines for Divided Highways

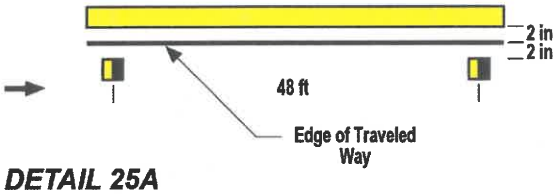
POLICY

DETAIL 24



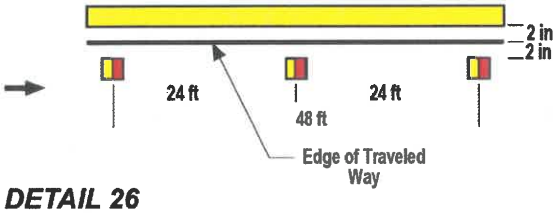
Left Edge Line pattern for use on streets and highways (normally used on local streets and highways).

DETAIL 25



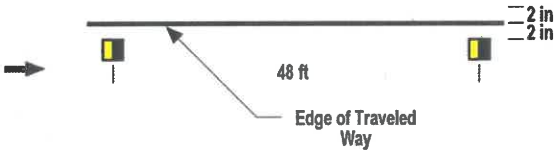
Left Edge Line for use on State highways.

DETAIL 25A



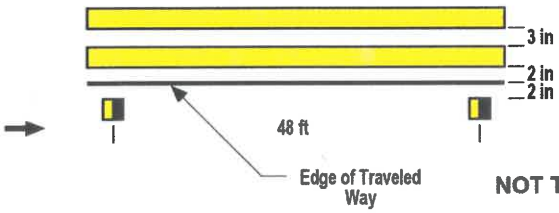
Left Edge Line for use on highways, freeways, freeway ramps and connectors.

DETAIL 26



Alternate to Details 24 and 25 when there is adequate contrast between travelled way and shoulder.

DETAIL 27



Alternate to Detail 25. A double solid yellow line may be used for more emphasis when motorists tend to use the shoulder for a through lane, or where encroachments onto the shoulder occasionally occur. See Note 1.

NOT TO SCALE

NOTE: 1. If the material used for centerline marking is paint, a 3 in black line shall be placed between the yellow lines on State highways and may be placed on streets and highways under local jurisdiction.

LEGEND

4 to 6 in Yellow (for local agencies)
6 in Yellow (on State Highway System)

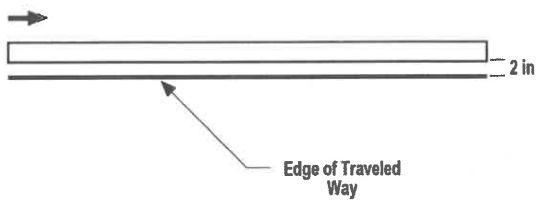
One-Way Yellow Retroreflective Markers

Red- Yellow Retroreflective Markers

Direction of Travel

Figure 3A-106 (CA). Right Edge Line and Right Edge Line Extension Through Intersections

DETAIL 27B
Right Edge Line



POLICY

Right Edge Line pattern for use on all State highways may be used on local streets and highways. It is generally dropped at the beginning of the intersection flares on conventional highways. See also Detail 27C. On freeways, it may be flared in advance of the exit ramp as shown in Figure 3B-8 (CA).

DETAIL 27C
Right Edge Line Extension Through Intersections

Right Edge Line Extension Through Intersections pattern for use to extend the right edgeline through an intersection where climatic conditions, such as areas of heavy fog, may require additional guidance.

NOT TO SCALE

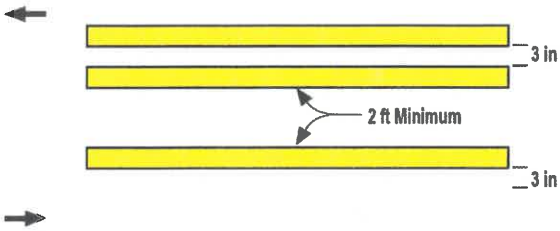
LEGEND

4 to 6 in White (for local agencies)
6 in White (on State Highway System)

Direction of Travel

Figure 3A-107 (CA). Median Islands

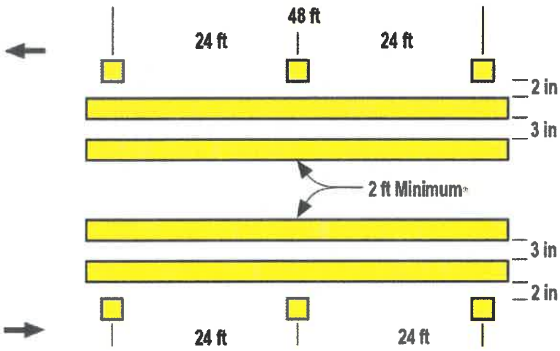
DETAIL 28



POLICY

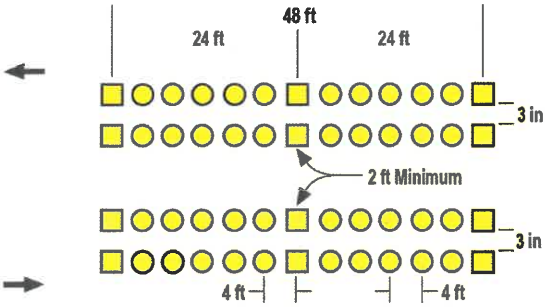
Double Left Edge Line pattern for use on all-paved sections of streets and highways (normally used on local streets and highways). See Note 2.

DETAIL 29



Double Left Edge Line pattern with pavement markers for use on all-paved sections of streets and highways. See Notes 1 and 2.

DETAIL 30



Alternate to Detail 29. For use at problem locations where it is difficult to place and maintain lines because of moisture, sand, etc.

NOT TO SCALE

NOTES:
1. Pavement markers shown off the solid line in Detail 29 may be placed on the line.
2. If the material used for centerline marking is paint, a 3 in black line shall be placed between the yellow lines on State highways and may be placed on streets and highways under local jurisdiction.

LEGEND

4 to 6 in Yellow (for local agencies)
6 in Yellow (on State Highway System)

Two-Way Yellow Retroreflective Markers

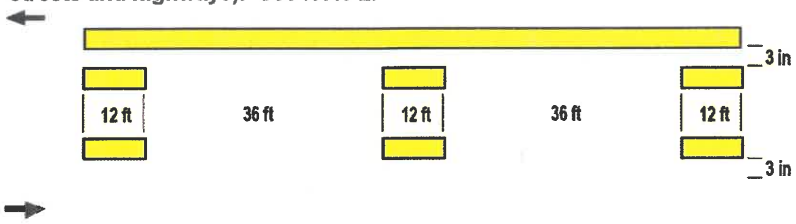
Non-Retroreflective Yellow Markers

Direction of Travel

Figure 3A-108 (CA). Two-Way Left-Turn Lanes

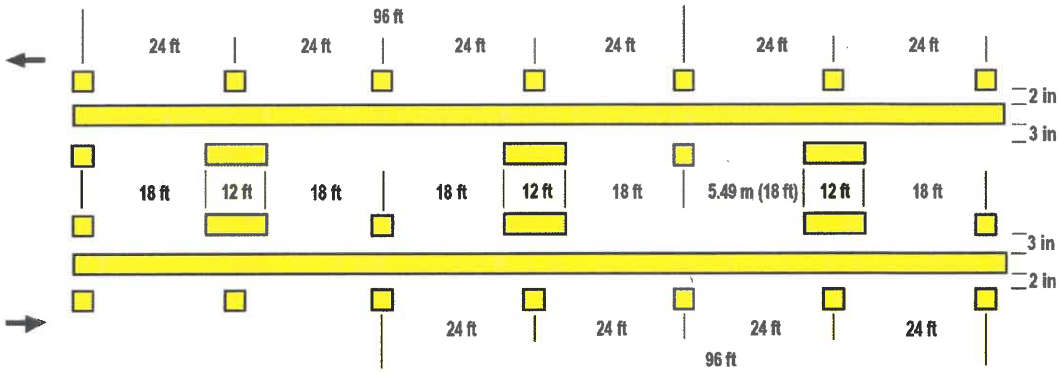
DETAIL 31 **POLICY**

Two-way left-turn lane pattern for use on streets and highways (normally used on local streets and highways). See Note 2.



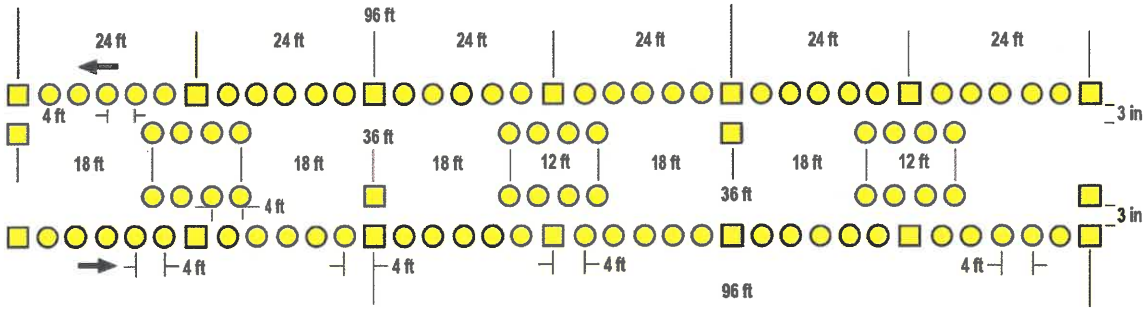
DETAIL 32 **POLICY**

Two-way left-turn lane pattern for use on streets and highways. See Note 2.



DETAIL 33 **POLICY**

Two-way left-turn lane pattern for use on streets and highways.



NOT TO SCALE

NOTES:
1. Pavement markers shown off the solid line in Detail 32 may be placed on the line.
2. If the material used for centerline marking is paint, a 3 in black line shall be placed between the yellow lines on State highways and may be placed on streets and highways under local jurisdiction.

LEGEND

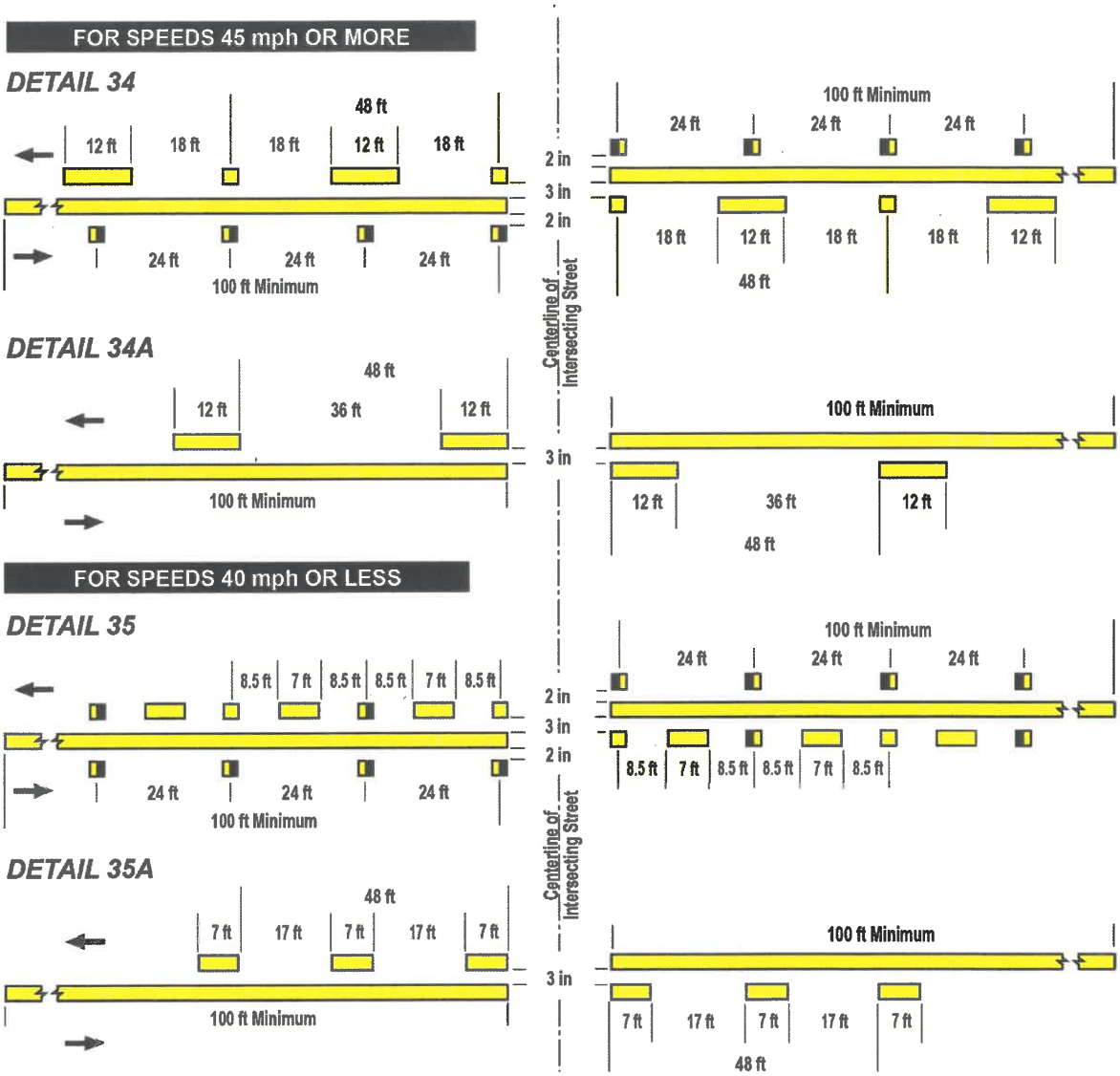
4 to 6 in Yellow (for local agencies)
6 in Yellow (on State Highway System)

Two-Way Yellow Retroreflective Markers

Non-Retroreflective Yellow Markers

Direction of Travel

Figure 3A-109 (CA). Intersection Markings



NOT TO SCALE

NOTES:
1. Raised Pavement Markers are optional on non-state highways.
2. Raised Pavement Markers shown off the solid line may be placed on the line.
3. If the material used for centerline marking is paint, a 3 in black line shall be placed between the yellow lines on State highways and may be placed on streets and highways under local jurisdiction.

LEGEND

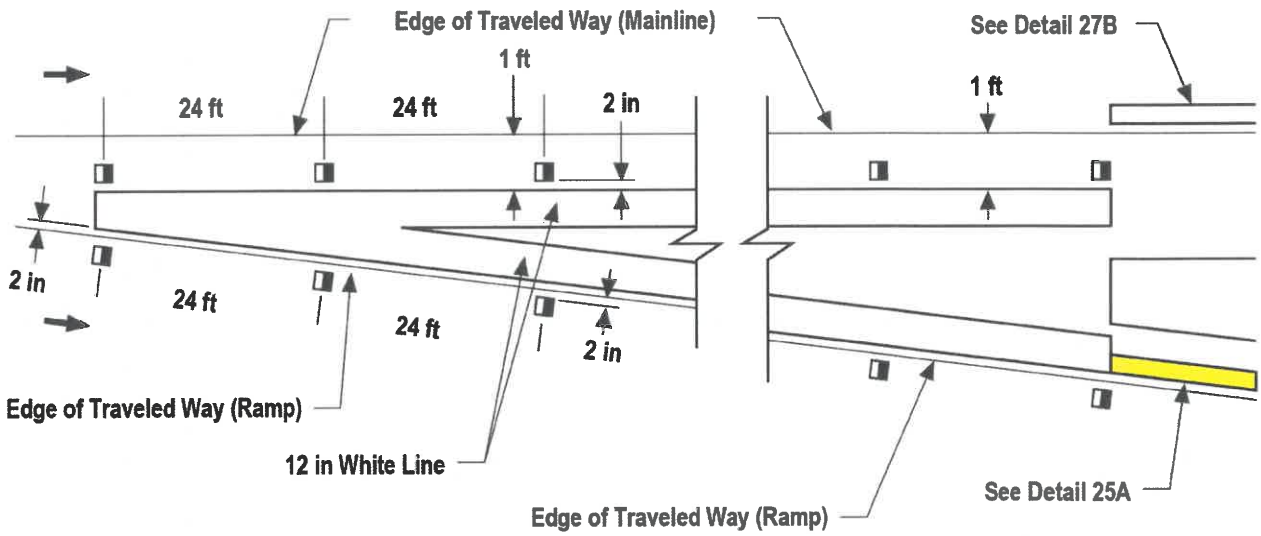
4 to 6 in Yellow (for local agencies)
6 in Yellow (on State Highway System)

Two-Way Yellow Retroreflective Markers
One-Way Yellow Retroreflective Markers

Direction of Travel

Figure 3A-110 (CA). Freeway Exit and Entrance Ramp Channelizing Line (Sheet 1 of 2)

DETAIL 36 - Exit Ramp Neutral Area (Gore) Channelizing Lines (See Figure 3B-8 (CA), Sheet 2 of 2)



NOT TO SCALE

LEGEND

4 to 6 in White (for local agencies)
6 in White (on State Highway System)

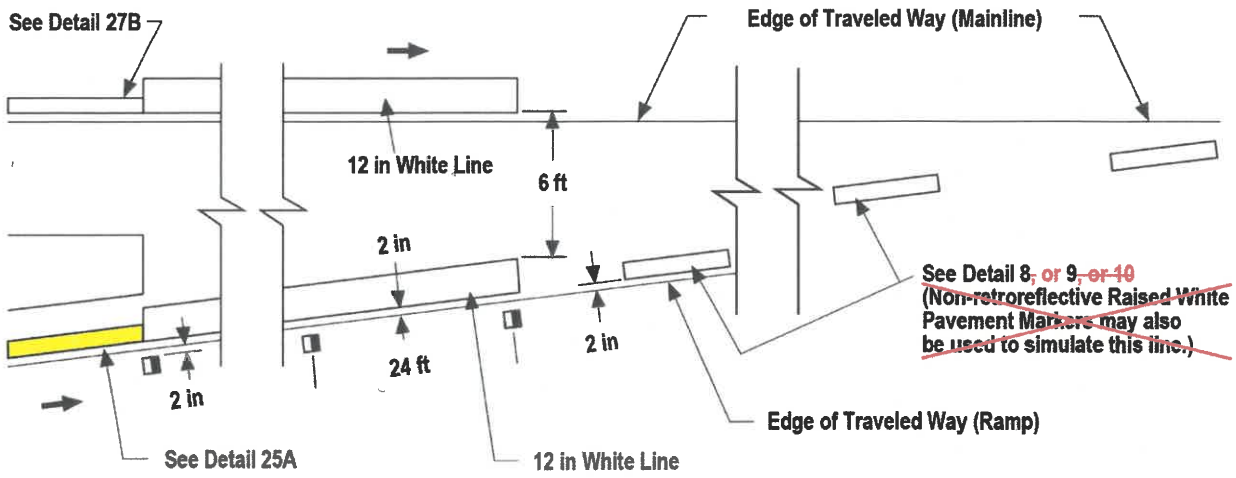
4 to 6 in Yellow (for local agencies)
6 in Yellow (on State Highway System)

One-Way Clear Retroreflective Markers

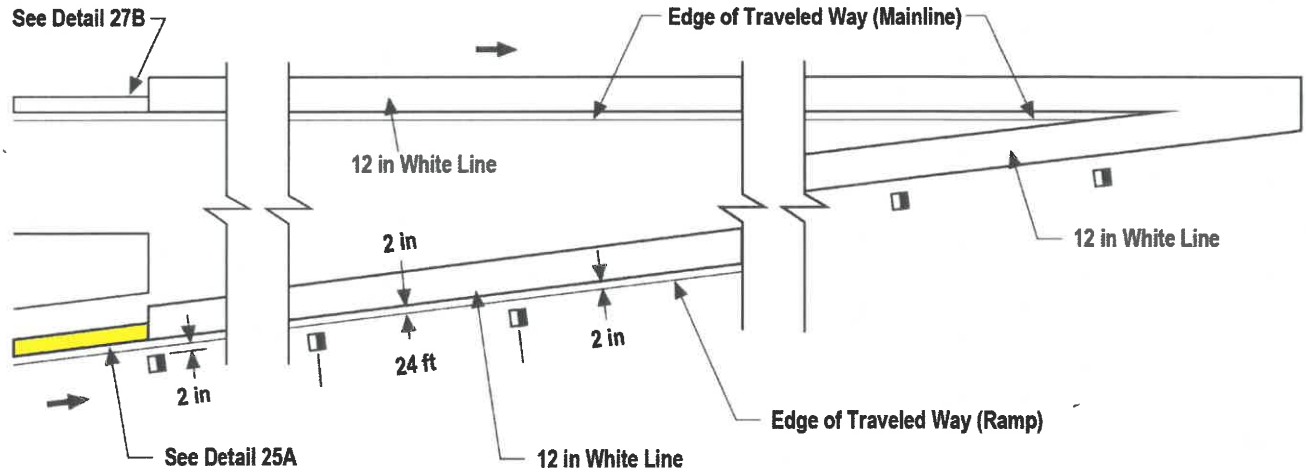
Direction of Travel

Figure 3A-110 (CA). Freeway Exit and Entrance Ramp Channelizing Lines (Sheet 2 of 2)

DETAIL 36A - Entrance Ramp Neutral Area (Merge) Channelizing Lines (See Figure 3B-9 (CA), Sheet 1 of 2)



DETAIL 36B - Entrance Ramp Neutral Area (Acceleration Lane) Channelizing Lines (See Figure 3B-8 (CA), Sheet 3 of 3)



NOT TO SCALE

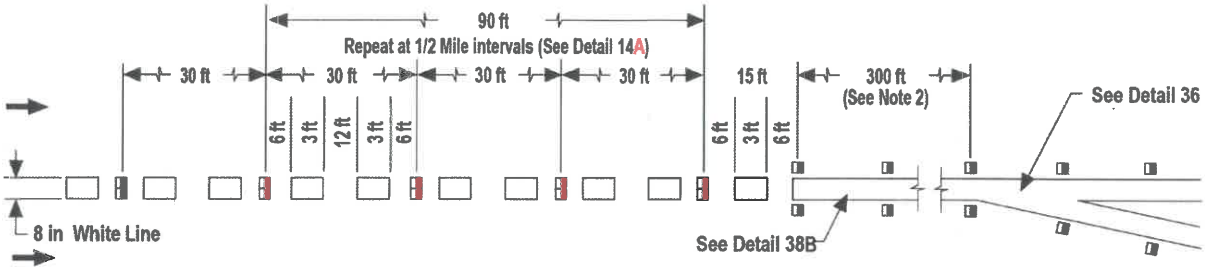
LEGEND

- 4 to 6 in White (for local agencies)
  6 in White (on State Highway System)
- 4 to 6 in Yellow (for local agencies)
  6 in Yellow (on State Highway System)
- One-Way Clear Retroreflective Markers
- Direction of Travel

Figure 3A-111 (CA). Lane Drop Markings

DETAIL 37 - Lane Drop Markings at Exit Ramps

Marking pattern for use on mandatory lane drops at freeway exit ramps and freeway to freeway connectors.

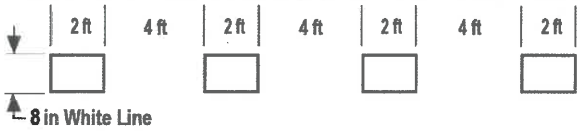


DETAIL 37B - Lane Drop Markings at Conventional Highway Intersections

Marking pattern for use on mandatory turn lanes at intersections. Pavement markers shown are optional on local streets and highways.

DETAIL 37D - Lane Drop Line For Two-Lane Roundabouts

For use on mandatory exiting lanes from two-lane roundabouts.



NOT TO SCALE

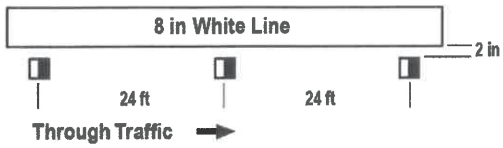
NOTES:
1. **Pavement markers shown off the solid line in Detail 37 may be placed on the line.**
2. **The Solid Channelizing Line shown in Detail 37 and 37A may be omitted on short auxilary lanes where weaving length is critical.**

LEGEND

88 **Non-Retroreflective White Markers**
One-Way Clear Retroreflective Markers
Direction of Travel
Red-Clear Retroreflective Markers

Figure 3A-112 (CA). Channelizing Line and Lane Line/Centerline Extensions

DETAIL 38 - Channelizing Line



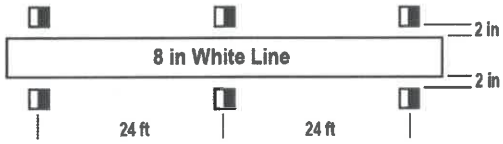
POLICY

Typical channelizing line for use on Left-Turn or Right-Turn lanes on State highways. Pavement Markers when used should be place on the through traffic side only.

DETAIL 38A - Channelizing Line

Typical channelizing line for use on Left-Turn or Right-Turn lanes on local streets and highways and freeway off-ramp terminals.

DETAIL 38B - Channelizing Line at Exit Ramps

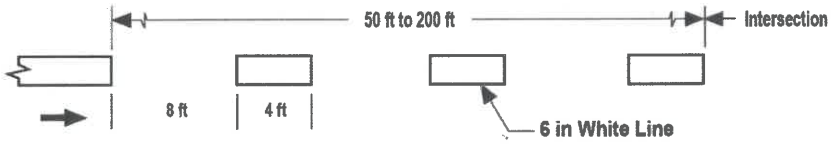


Typical channelizing line for use on Exit Ramps. Pavement Markers as shown may also be placed on the line.

DETAIL 38C - Alternate to Detail 38 and 38B

DETAIL 39 - Bike Lane Line

DETAIL 39A - Bike Lane Intersection Line



DETAIL 40 - Lane Line Extension Through Intersections

The Lane Line Extension Through Intersections line is used to extend the lane line through an intersection that might otherwise be confusing to the motorist.

DETAIL 40A - Alternate to Detail 40

DETAIL 41 - Centerline Extension Through Intersections

The Centerine Extension Through Intersections line is used to extend the centerline through an intersection that might otherwise be confusing to the motorist.

DETAIL 41A - Alternate to Detail 41

NOT TO SCALE

LEGEND

White Line
Yellow Line
Non-Retroreflective White Markers
Non-Retroreflective Yellow Markers
Direction of Travel
One-Way Clear Retroreflective Markers

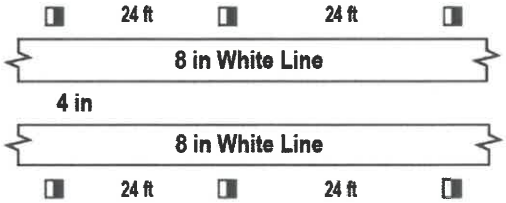
Figure 3A-113 (CA). Examples of Preferential Lane Lines

POLICY

DETAIL 42 - Contiguous, Continuous Access

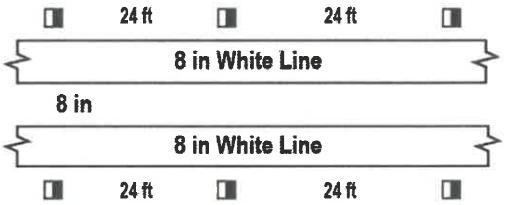
See Figure 3D-3.C

DETAIL 44A - Contiguous, Access Prohibited



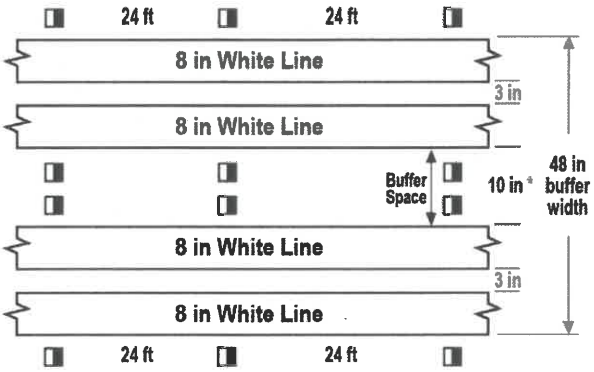
See Figure 3D-3.A

DETAIL 44B - Buffer-Separated, Access Prohibited



See Figure 3D-2.A

DETAIL 45 - Buffer-Separated, Access Prohibited



See Figure 3D-2.A

* If buffer space is wider than 4 feet, then chevron markings are required (see Figure 3D.2(A) and Section 3B-24).

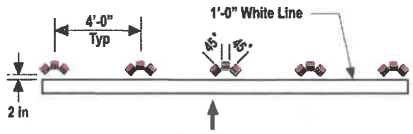
NOT TO SCALE

LEGEND

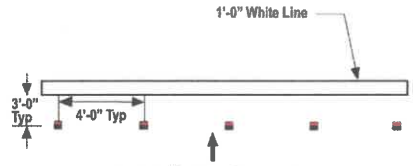
White Line

One-Way Clear Retroreflective Markers

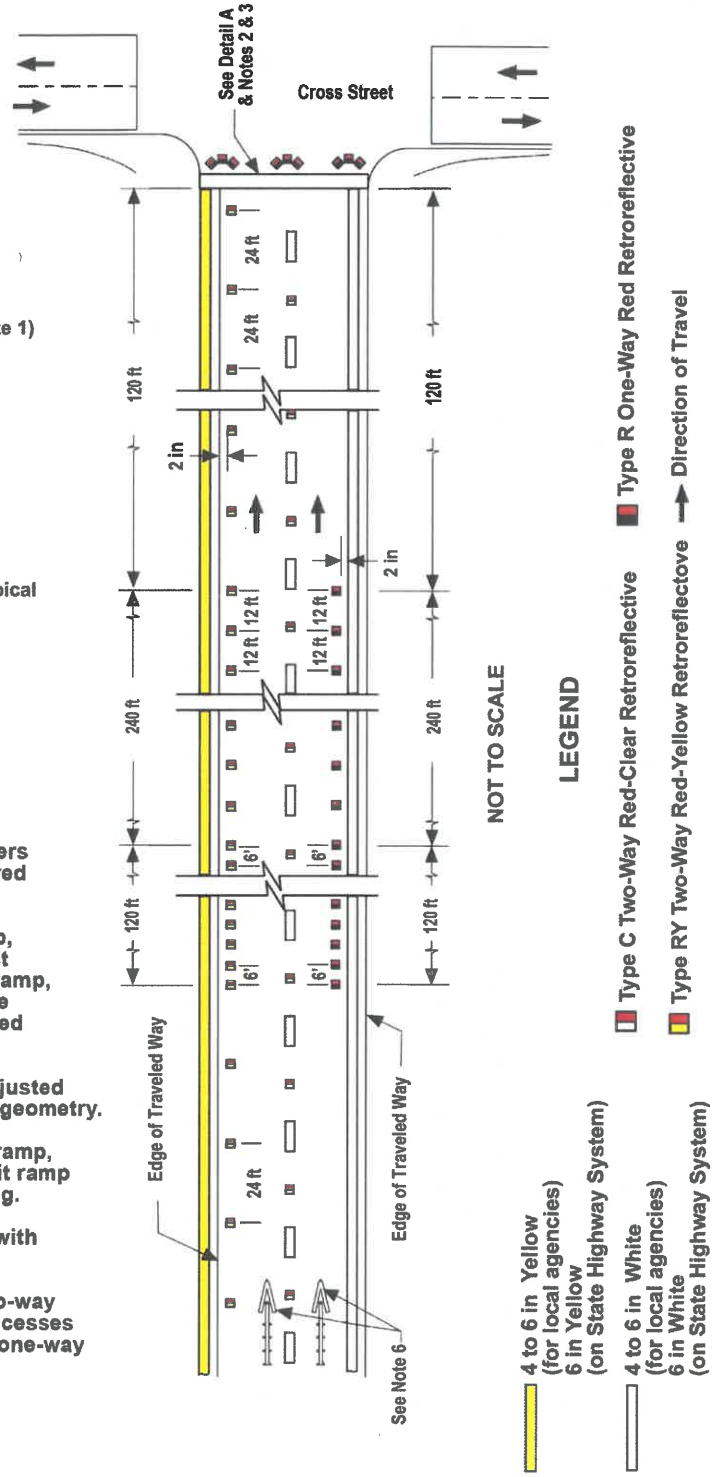
Figure 3A-114 (CA). Exit Ramp with Enhanced Pavement Markers for Wrong Way Details



Detail A
Limit Line (Stop Line) at Exit Ramp - Typical (See Note 1)



Detail B (See Note 1)
Limit Line (With Recessed Markers) at Exit Ramp - Typical

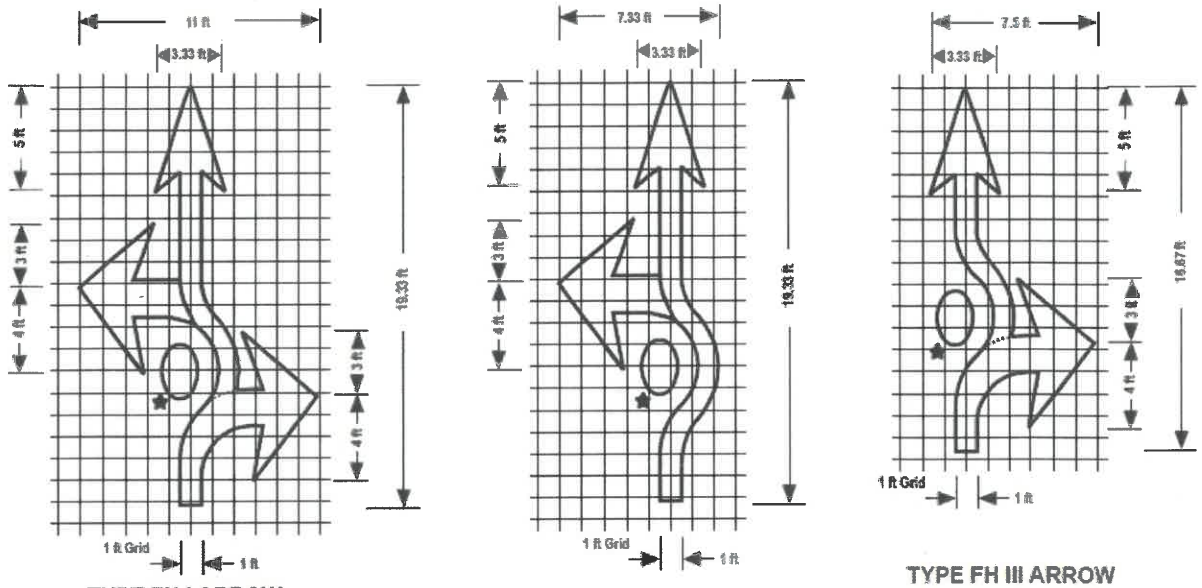


NOTES:

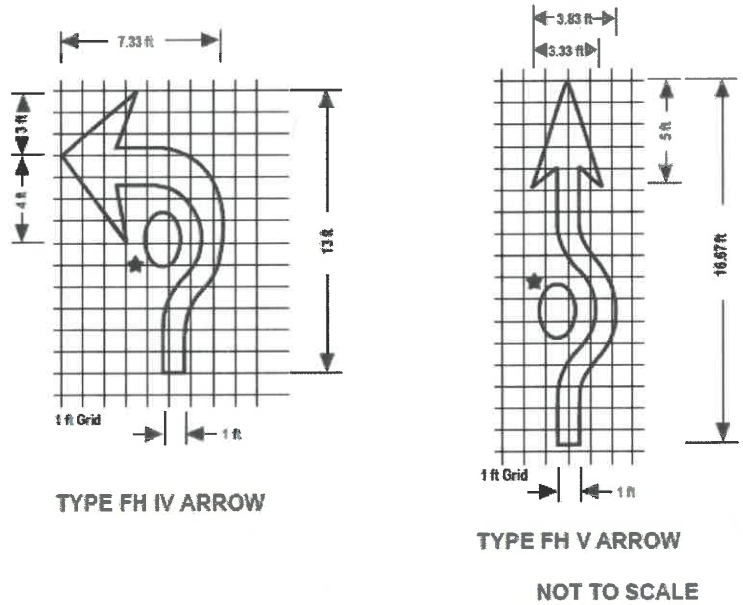
1. May be a limit line or crosswalk.
2. Place Type R one-way red retroreflective markers on outermost limit line or crosswalk line with red facing the intersection.
3. If there is crosswalk at the end of the exit ramp, place raised Type R markers in front of the first line for wrong way vehicle that travels up the ramp, and recessed Type R markers in advance of the leading line in the direction of travel with the red reflective side facing the intersection.
4. The distances and marker spacings may be adjusted based on site specific conditions or exit ramp geometry.
5. The layout shown is a typical detail of an exit ramp, see Figure 3B-24 (CA) of the CA MUTCD for exit ramp configuration and arrow placement and spacing.
6. See Figure 3B-24 (CA) for Type V arrow detail with Type R one-way red retroreflective markers.
7. When pavement markers are recessed, use two-way recesses withtwo-way markers and one-way recesses with one-way markers red markers. Configure one-way recesses in the opposite direction of travel.

Figure 3C-2 (CA). Lane - Use Arrow Pavement Marking Option for Roundabout Approaches

A- Optional Lane Use Circular Arrows



B- Mandatory Lane Use Circular Arrows



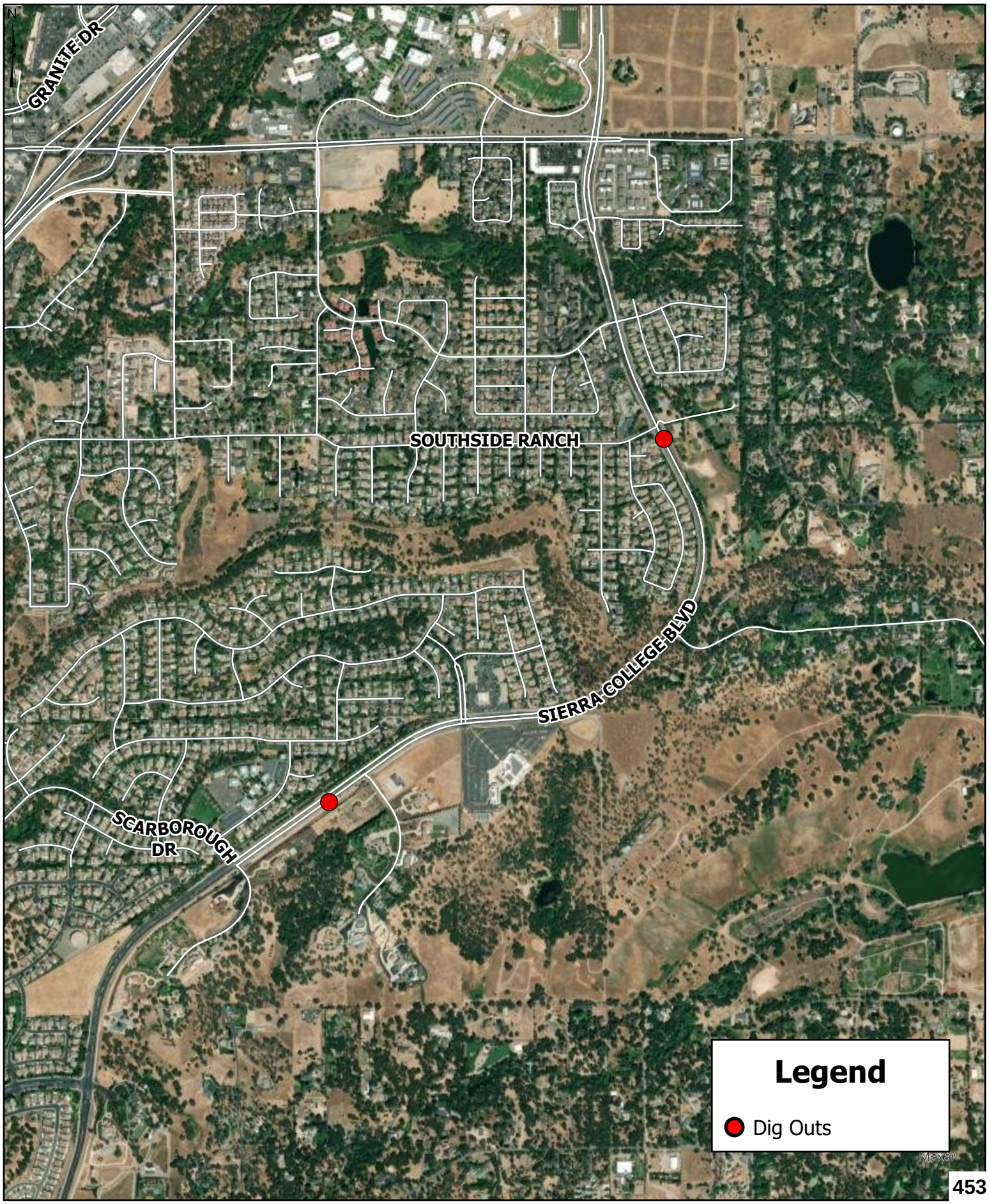
★ Ovals with the arrows should only be used for left lane and single lane approaches to the roundabout.

NOT TO SCALE

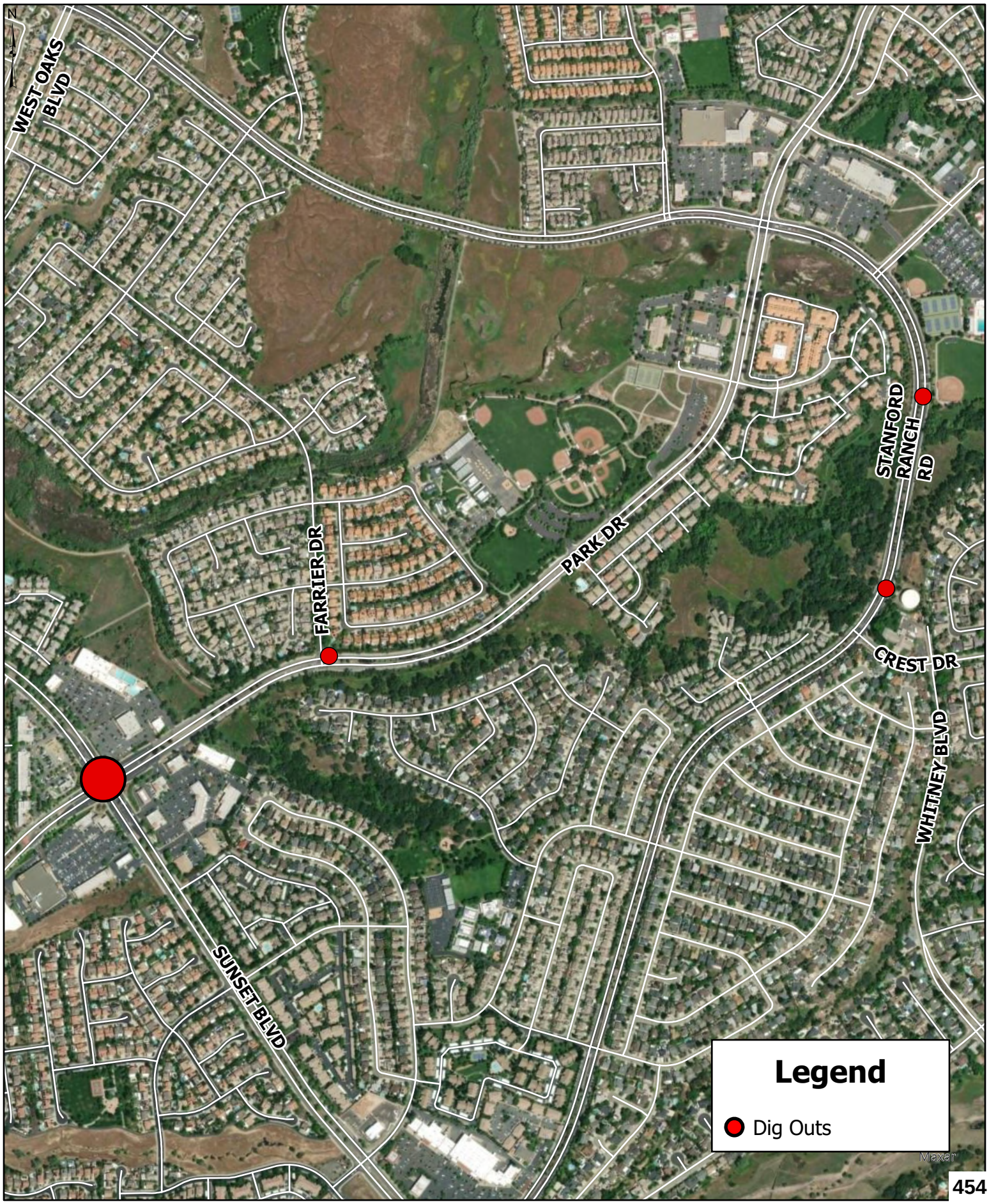
NOTE: The design details for various arrows are also shown in Department of Transportation's Standard Plans.

Project Location Map - Exhibit A

Project Location Map - Exhibit B



Project Location Map - Exhibit C



Project Location Map - Exhibit D

ROCKLIN
CALIFORNIA

CITY OF ROCKLIN BID SUMMARY

PROJECT: 2025 Dig Outs	
DATE: October 22, 2024	TIME: 1:00pm

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
1. RNR Paving Inc.	$318,103.18	$	4	✓
2. JB Bostick Co.	$321,052.95	$	4	✓
3. BRCO Constructors Inc.	$345,679.00	$	4	✓
4. Consolidated Engineering Inc.	$323,099.20	$	4	✓
5. B&M Builders, Inc.	$435,982.00	$	4	✓
6. Western Engineering Contractors Inc.	$480,665.00	$	4	✓
* 7. Central Valley Engineering & Asphalt Inc.	$298,473.60	$	4	✓
8. Martin Brothers Construction	$428,929.00	$	4	✓
9.	$	$		
10.	$	$		

Diane Ahn
Diane Ahn, Finance

10/22/24
Date

Avinta Singh, City Clerk

10/22/2024
Date

ROCKLIN
CALIFORNIA

City Council Special Staff Report

Subject: Woodside Drainage Repair Notice of Completion

Date: November 19, 2024

Submitted By: Rick Lawrence, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as the Woodside Drainage Repair, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (Central Valley Engineering & Asphalt, Inc.).

Background:
On August 13, 2024, the City Council adopted Resolution No. 2024-197, approving the Woodside Drainage Repair project. This project was included in the 2024-2028 Capital Improvement Program as part of the Stormwater Pipe Replacement Program and consists of replacing failed storm drain pipes, relocating two (2) drain inlets, installing one (1) new manhole, and restoring the intersection post construction at Woodside Drive and Westwood Drive.

The City Council awarded the contract to Central Valley Engineering & Asphalt, Inc. in the amount of $164,269 with a 15% contingency ($24,640.35) for a total amount of $188,909.

No change orders were issued, and the total project cost came in at budget for a total amount of $164,269. The project was completed on October 21, 2024. Staff recommends the City Council accept the public work known as the Woodside Drainage Repair, accept the Notice of Completion, and Authorize and Direct the Execution and Recordation of the Notice of Completion on behalf of the City.

Fiscal Impact:
There is no direct fiscal impact associated with approving the Notice of Completion. The project was funded out of SB325 Sales Tax Funds (210).

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ACCEPTING THE PUBLIC WORK KNOWN AS THE WOODSIDE DRAINAGE REPAIR, APPROVING THE NOTICE OF COMPLETION THEREOF, AND AUTHORIZING AND DIRECTING THE EXECUTION AND RECORDATION OF SAID NOTICE ON BEHALF OF THE CITY
(CENTRAL VALLEY ENGINEERING & ASPHALT, INC.)

WHEREAS, on August 13, 2024, the City Council of the City of Rocklin adopted Resolution No. 2024-197 awarding the contract for Woodside Drainage Repair to Central Valley Engineering & Asphalt, Inc. in the amount of $164,269; and

WHEREAS, this project consisted of replacing failed storm drain pipes, relocating two (2) drain inlets, installing one (1) new manhole, and restoring the intersection post construction at Woodside Drive and Westwood Drive; and

WHEREAS, Rocklin Municipal Code section 3.04.050 authorized a contingency amount of fifteen percent of the contract ($24,640.35) which was approved by the City Council of the City of Rocklin for a total authorized project cost of $188,909.35; and

WHEREAS, no change orders were issued and the total project amount came in on budget at $164,269; and

WHEREAS, the project was completed on October 21, 2024, and funded by the SB325 Sales Tax Funds (210).

NOW, THEREFORE, the City Council of the City of Rocklin does resolve as follows:

Section 1 The attached Notice of Completion relative to the public work known as Woodside Drainage Repair (Central Valley Engineering & Asphalt, Inc.), is hereby approved and the public work accepted.

Section 2. The Public Works Director is authorized and directed to execute said Notice on behalf of the City of Rocklin.

Section 3. The City Clerk is authorized and directed to record said Notice in the Office of the Placer County Recorder when fully executed and notarized and within ten (10) days of Council approval.

PASSED AND ADOPTED this 19th day of November, 2024, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Recording Requested by and Return to:

No Fee Per Gov't Code §27383

City Clerk
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as Woodside Drainage Repair is complete. The location of said project is the intersection of Westwood Dr & Woodside Dr in Rocklin, CA. The owner of said project is the City of Rocklin. The date of completion was October 21, 2024. The contractor on the project was Central Valley Engineering & Asphalt, Inc., and the surety on said project was Everest National Insurance Company.

I, Justin Nartker, being first duly sworn, depose and say: I am the Director of Public Works of the City of Rocklin, a general law city in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Rocklin. I have read the Notice of Completion, and know its contents and the facts stated therein are true.

City of Rocklin

ATTEST:

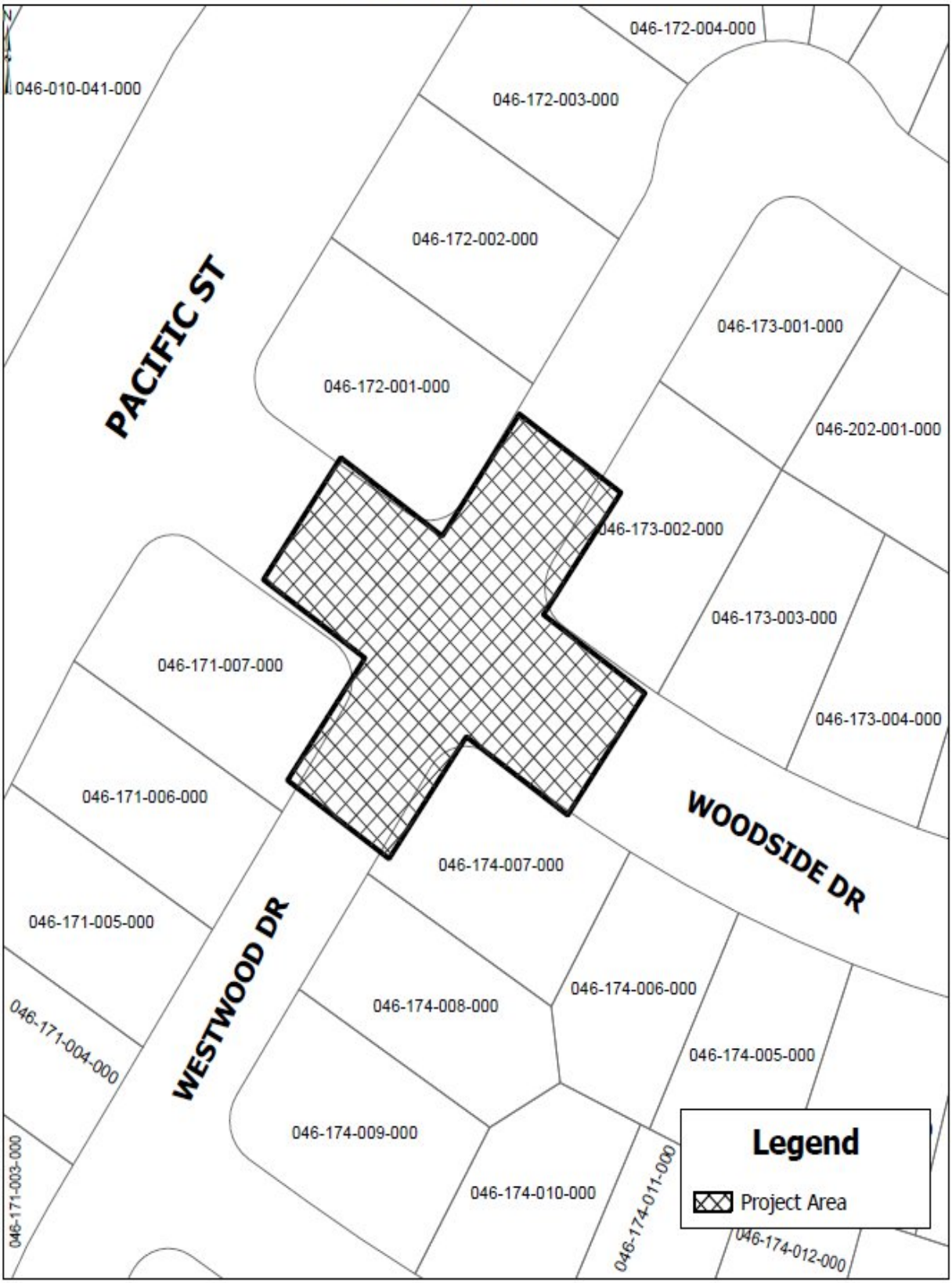
_____
Justin Nartker, Public Works Director - City of Rocklin – 3970 Rocklin Road- Owner of the Public Work Improvement

_____
Avinta Singh, City Clerk

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:_____ Signature: _____
Justin Nartker, Public Works Director
Rocklin, California

Exhibit A


046-172-004-000
046-010-041-000
046-172-003-000
046-172-002-000
PACIFIC ST
046-173-001-000
046-172-001-000
046-202-001-000
046-173-002-000
046-173-003-000
046-171-007-000
046-173-004-000
046-171-006-000
WOODSIDE DR
046-174-007-000
046-171-005-000
WESTWOOD DR
046-174-006-000
046-174-008-000
046-171-004-000
046-174-005-000
046-174-009-000
046-174-010-000
046-174-011-000
046-174-012-000
046-171-003-000
Legend
Project Area

City Council Special Staff Report

Subject: Sunset Whitney Recreation Area Improvements

Date: November 19, 2024

Submitted By: Andrew Shaw, Associate Civil Engineer
David Mohlenbrok, Community Development Director
Veronica Tracy, Parks and Recreation Director

Department: Parks and Recreation

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute Amendment No. 2 to the Sunset Whitney Recreation Area Master Plan Contract for Services with Melton Design Group, Inc.
B. Adopt a Resolution of the City Council of the City of Rocklin Approving the First Amendment to the Professional Services Contract with RSC Engineering, Inc. for Engineering Services for the Sunset Whitney Recreation Area Improvements Project and Authorizing the City Manager to Execute the Amendment.

Background:

This staff report represents a collaborative effort between the Parks and Recreation and Community Development departments to advance the improvements at the Sunset Whitney Recreation Area (SWRA). As part of the Phase I improvements, staff have been working together to address challenges, including the need for a new location for pickleball courts due to cost-prohibitive noise mitigation at the current site. To facilitate this, Parks and Recreation is coordinating with Melton Design Group, Inc. for additional design services, while Community Development is collaborating with RSC Engineering, Inc. for expanded environmental surveys. This joint presentation underscores staff's commitment to a comprehensive approach that incorporates the SWRA Master Plan as a whole, ensuring a vibrant and functional recreational space for the community.

Master Plan for the Sunset Whitney Recreation Area

On April 26, 2022, the City Council approved a Contract for Services with Melton Design Group, Inc. (MDG) to create a master plan for SWRA, and on February 14, 2023, the City Council approved the final master plan concept presented by MDG.

As part of the approval of the master plan, the City Council directed staff to prioritize Veteran's Memorial Park as a Phase I project and requested a concept plan. On August 8, 2023, the City Council approved Amendment No. 1 (Attachment 3) to the SWRA Master Plan Contract, allowing MDG to provide design services for Veteran's Memorial Park for an additional

$15,000.

Due to the cost-prohibitive nature of noise mitigation in the current location, staff evaluated alternative locations for the pickleball courts. Staff recommends utilizing MDG to provide an updated design concept for the pickleball courts, along with necessary adjustments to "The Hub." MDG has submitted an amended statement of work for these design services for an additional amount of $29,635. This amended statement of work includes:

- Project Kick-Off & Project Coordination
- Site Analysis/Understanding & Base Map
- Conceptual Master Plan for "The Hub"
    - The Hub master plan is to be revised to accommodate a new location for the pickleball courts. Reconfigure all other elements for the best use of active and passive activity.

Staff recommends that the City Council approve Amendment No. 2 to the SWRA Master Plan Contract for Services with Melton Design Group, Inc.

RSC Engineering, Inc. Design Contract Amendment No. 1

On February 27, 2024, the City Council awarded a design contract to RSC Engineering, Inc. for the Sunset Whitney Recreation Area Improvements Project (Project No. 21005). The design team has subsequently advanced the project by collecting topographic and boundary surveys, producing preliminary design drawings, and performing an Environmental Noise Assessment as required under the California Environmental Quality Act (CEQA).

The original environmental scope of the project was limited to "The Hub" as shown on the concept plan originally developed by MDG. However, upon further review, staff recommends that the entirety of the Sunset Whitney Recreation Area be included in the scope. By doing this, subsequent phases of improvement to SWRA will already be covered under the environmental documents produced by this effort. To this end, staff desires to amend the design contract to expand the environmental studies from "The Hub" to the entire SWRA in the amount of $75,000, for a total amended contract amount of $375,000.

Fiscal Impact:

The proposed contract amendment with Melton Design Group, Inc. will increase the authorized contract amount by $29,635, for a new contract total not-to-exceed amount of $168,505. The proposed contract amendment with RSC Engineering, Inc. will increase their authorized contract amount by $75,000, for a new contract total not-to-exceed amount of $375,000. Sufficient funds are available in the SWRA Improvements project in the Fiscal Year 2024/25 Operating and Capital Improvement Program Budgets respectively to support these amendments.

ATTACHMENTS:

1. Resolution A - Melton Design Group, Inc.
2. Resolution A Exhibit A - Amendment No. 2 - Melton Design Group Inc.
3. Resolution A Attachment 1 - Contract for Services - Melton Design Group, Inc.
4. Resolution A Attachment 2 - Amendment No. 1 - Melton Design Group, Inc.
5. Resolution B - RSC Engineering, Inc.
6. Resolution B Exhibit A - Amendment No. 1 - RSC Engineering, Inc.
7. Resolution B Attachment 1 - Contract for Services - RSC Engineering, Inc.

RESOLUTION NO. 2024 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE SUNSET WHITNEY RECREATION AREA MASTER PLAN CONTRACT FOR SERVICES WITH MELTON DESIGN GROUP, INC.

WHEREAS, on April 26, 2022, the City Council approved a Contract for Services with Melton Design Group, Inc. to create a master plan for the Sunset Whitney Recreation Area (SWRA); and

WHEREAS, on February 14, 2023, the City Council approved the final master plan concept presented by MDG; and

WHEREAS, the City Council identified Veteran's Memorial Park as a Phase I priority and directed staff to provide a concept plan; and

WHEREAS, on August 8, 2023, the City Council approved Amendment No. 1 to the SWRA Master Plan Contract for Services, allowing Melton Design Group, Inc. to provide design services for Veteran's Memorial Park for an additional $15,000; and

WHEREAS, the City has identified the need to evaluate alternative locations for pickleball courts due to noise mitigation concerns and recommends utilizing Melton Design Group, Inc. to provide a new location and design concept for the pickleball courts, along with necessary adjustments to "The Hub"; and

WHEREAS, the City and Melton Design Group, Inc. desire to add additional design services to the Contract for Services and amend the contract amount; and

WHEREAS, Consultant has proposed to perform the additional services for an additional amount not to exceed Twenty-Nine Thousand Six Hundred Thirty-Five Dollars ($29,635), which will increase the total compensation for the Contract, as first amended, and as second amended, to an amount not to exceed $168,505.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Rocklin as follows:

Section 1. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute Amendment No. 2 to the SWRA Master Plan Contract for Services with Melton Design Group, Inc. in the form attached hereto as Exhibit "A," and incorporated herein by this reference.

PASSED AND ADOPTED this 19th day of November, 2024, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

AMENDMENT NO. 2
TO CONTRACT FOR SERVICES BETWEEN THE CITY OF ROCKLIN
AND MELTON DESIGN GROUP, INC.

This Amendment is entered into as of _____, by and between the City of Rocklin, a municipal corporation ("City") and Melton Design Group, Inc. ("Contractor"), who agree as follows:

RECITALS

WHEREAS, the City and Contractor entered into a Contract for Services Agreement on April 28, 2022, for professional services to create a master plan for Sunset Whitney Recreation Area (the "Contract"); and

WHEREAS, Melton Design Group has completed all tasks outlined in the Contract for Sunset Whitney Recreation Area, and presented a final master plan concept to City Council for consideration on February 14, 2023; and

WHEREAS, the City Council approved Amendment No. 1 to the Contract on August 8, 2023, to add design services for Veteran's Memorial Park to the Scope of Work, and to provide an additional $15,000 for the additional services provided under Amendment No. 1, so that the total compensation due under the Contract was increased from $123,870 to $138,870; and

WHEREAS, included in the final master plan for the Sunset Whitney Recreation Area was the design for a pickleball court; and

WHEREAS, due to noise concerns with the original location of the pickleball court, the City desires to amend the Contract's Scope of Services to require the Consultant to revise the final master plan to provide a new location and design concept for pickleball courts and adjustments to "The Hub"; and

WHEREAS, Consultant has proposed to perform the additional services for an additional amount not to exceed Twenty-Nine Thousand Six Hundred Thirty-Five Dollars ($29,635), which will increase the total compensation for the Contract, as first amended, and as second amended, to an amount not to exceed $168,505.

AGREEMENT

NOW, therefore, the City and Contractor hereby agree to amend the Contract for Services as follows:

1. Section 2, entitled "Compensation", subsection "A" is amended to increase the total compensation by Twenty-Nine Thousand Six Hundred Thirty-Five Dollars ($29,635), so the total compensation not to exceed amount shall be One Hundred Sixty-Eight Thousand, Five Hundred Five Dollars ($168,505).

2. Exhibit A the “SCOPE OF WORK” to the Contract (as first amended on 8/21/2023) shall be amended to add the following tasks needed to revise the master plan for “The Hub” to accommodate the relocation of the pickle ball court, and the City shall pay additional compensation for each task in an amount not to exceed those listed beside each task below:

TASK 1: PROJECT KICK-OFF and PROJECT COORDINATION $ 4,605

TASK 2: SITE ANALYSIS/UNDERSTANDING and BASE MAP $ 5,500

a. Confirm utilities.
b. Identify onsite elements (keep or remove).

TASK 4: CONCEPTUAL MASTER PLAN FOR “THE HUB” $ 19,530

The Hub master plan is to be revised to accommodate a new location for the pickleball courts away from residents due to the high noise level. All other elements are to be reconfigured for the best use of active and passive activity.

a. Hand-drawn Concept Plans, sketches.
b. Revise Cost Estimate.
c. Present to Client for review and comment.
d. Revise preferred digital concept plan and corresponding Cost Estimate based on Client comments.

3. Exhibit C, entitled “Schedule of Fees” is amended to increase the compensation by Twenty-Nine Thousand Six Hundred Thirty-Five Dollars ($29,635) to a total due not exceed amount of $168,505.

Except as set forth in this Amendment, the Contract for Services is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Contract for Services, the terms of this Amendment will prevail.

Executed as of the date first written above.

CONTRACTOR

By: _____
Greg Melton, Principal

By: _____
Christa Melton, Secretary

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

APPROVED AS TO FORM:

By: _____
Crystal Hodgson, Assistant City Attorney

ATTEST:

By: _____
Avinta Singh, City Clerk

DocuSign Envelope ID: 046D6316-2F21-40B3-9CFE-79E88A877FF4

CONTRACT FOR SERVICES

THIS CONTRACT is made on 4/28/2022 | 11:26 AM PDT, 20__, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and MELTON DESIGN GROUP ("Contractor") who mutually agree as follows:

Melton Design Group
820 Broadway St.
Chico, CA 95928

Phone: (530) 899-1616
Phone: (916) 754-2153
Email: greg@meltondg.com

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of $123,870 (One hundred twenty-three thousand, eight hundred seventy dollars).** The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

B. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. Reimbursable expenses shall be limited to actual expenditures of Contractor for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

C. Contractor shall submit all billings/invoices for services to City in the manner specified in Exhibit B. Contractor's fees shall be as specified in the Scope of Work, Exhibit A or

DocuSign Envelope ID: 046D6316-2F21-40B3-9CFE-79E88A877FF4

the Schedule of Fees as set forth in Exhibit C. All invoices submitted by Contractor shall contain the following information:

(1) Job/project name or description;

(2) City's current purchase order and/or work order number (if applicable);

(3) Contractor's invoice number;

(4) Date of invoice issuance;

(5) Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;

(6) Amount of invoice, itemizing all authorized reimbursable expenses; and

(7) Total billed to date under agreement.

D. City shall make payment to Contractor net 30 days from receipt of an acceptable invoice. If Contractor's performance is not in conformity with the Scope of Work, Exhibit A, or the Schedule of Performance, Exhibit B, or the provisions set forth above, payments may be delayed or denied, unless the Contractor's failure to perform is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 4. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above, or as set forth in the Schedule of Performance.

E. During performance of the agreement and for a period of three (3) years after completing all services, Contractor shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Contractor's costs for all services performed under this agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

F. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

3. FACILITIES AND EQUIPMENT

Contractor shall at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform services pursuant to this agreement. City shall furnish to Contractor, only the facilities and equipment listed in Exhibit A (if any) according to any terms and conditions set forth in Exhibit A.

4. TERM OF CONTRACT

A. This agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect until project completion, unless sooner terminated as provided herein.

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B. The services of Contractor are to commence upon execution of this Contract and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit B.**

5. SUSPENSION/TERMINATION:

A. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving written notice of suspension to Contractor. If City gives such notice, Contractor shall immediately suspend its activities under this agreement.

B. This Contract may be terminated by either party, provided that the other party is given not less than **30** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

Contractor shall immediately cease rendering services pursuant to this agreement;

Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this agreement;

City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this agreement. Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

6. INDEPENDENT CONTRACTOR

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this agreement.

7. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

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8. EXTENSIONS OF TIME

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 7.

9. PROPERTY OF CITY

It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

10. COMPLIANCE WITH ALL LAWS:

Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, all applicable laws, ordinances, and codes of federal, State and local governments, which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

For all leases and purchases of materials, equipment, supplies or other tangible personal property used to perform the agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit or Seller's Permit from the California State Board of Equalization, in accordance with the applicable SBE criteria and requirements. This provision applies in all instances unless prohibited by the funding source for the agreement.

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor is duly licensed, qualified and experienced to perform the services set forth in the Scope of Services, Exhibit A. Contractor represents and warrants that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this agreement. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this agreement, any licenses, permits and approvals that are legally required for Contractor to practice its profession or provide such services. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State.

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C. Contractor shall perform all services required pursuant to this agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this agreement as is necessary for the satisfactory and timely performance of Contractor's obligations under this agreement. Neither party shall be considered in default of this agreement to the extent that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

D. All products of whatsoever nature that Contractor delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any scope of services or schedule of performance specified in Exhibits A or B.

E. Contractor shall assign only competent personnel to perform services pursuant to this agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify City in writing, of any other changes in Contractor's staff assigned to perform the services required under this agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

F. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this agreement is based on such independent investigation and research. Contractor shall be liable for any expenses thereby incurred**.**

12. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

13. ASSIGNABILITY

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Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City. The City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this agreement. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

14. INTEREST IN CONTRACT

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

15. MATERIALS CONFIDENTIAL

To the extent permitted by law, all of the materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

16. LIABILITY OF CONTRACTOR-NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

17. INDEMNITY AND LITIGATION COSTS

Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Contractor's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused by the active negligence**,** sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

18. CONTRACTOR TO PROVIDE INSURANCE

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Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

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

Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **$1,000,000** per occurrence or claim, $3,000,000 aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; <u>and</u> CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this contract, the Contractor's insurance coverage shall be primary with coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers, and shall be excess of the Contractor's insurance and shall not contribute to it.

***Notice of Cancellation*.** Each insurance policy required above shall not be canceled, except with notice to the City.

Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of

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any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions. Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies. If any of the required policies provide coverage on a claims made basis:

The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

***Verification of Coverage*.** Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19. GENERAL/MISCELLANEOUS PROVISIONS:

A**. Contract Documents.** This agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the

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Contract. In the event of any conflict between the terms or conditions of this written agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity**. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records**. Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

D. **Entire Agreement**. This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. No alteration or modification of this agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. **Severability**. If any portion of this agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver**. Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be construed as a waiver of any provision of this agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. **Notice**. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of Rocklin
Office of the City Manager
3970 Rocklin Road
Rocklin, CA 95677

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City of Rocklin
City Attorney's Office
3970 Rocklin Road
Rocklin, CA 95677

Contractor: Melton Design Group
820 Broadway St.
Chico, CA 95928

H. **Enforcement of Agreement.** This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

I. **Attorney's Fees**. In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

J. **Power and Authority to Enter into Agreement**. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

K. **Exhibits**. All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

CONTRACTOR

By: DocuSigned by: Greg Melton, Principal
A7798620A9E4410... Date: 4/28/2022 | 10:27 AM PDT

Greg Melton, Principal

By: DocuSigned by: Christa Melton, Secretary
72C34DF9A3AE447... Date: 4/28/2022 | 10:30 AM PDT

Christa Melton, Secretary

CITY OF ROCKLIN Date: 4/29/2022 | 1:16 PM PDT

By: DocuSigned by: Aly Zimmermann
66D99BDD198445B...

Aly Zimmermann, City Manager

ATTEST:

By: DocuSigned by: Hope Ithurburn
A99E538144D94FF... Date: 4/29/2022 | 2:55 PM PDT

Hope Ithurburn, City Clerk

APPROVED AS TO FORM: Date: 4/28/2022 | 11:26 AM PDT

By: DocuSigned by: Sheri Chapman, City Attorney
F3B1093A1D74413...

Sheri Chapman, City Attorney

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EXHIBIT A

Contractor Proposal/Scope of Work

SECTION 1 – SCOPE OF SERVICES

TASK 1 – KICK-OFF MEETING and PROJECT COORDINATION ..... $ 8,450

- Project Initiation with Team and City
- Refinement of Scope and Schedule
- Ongoing Project Management

TASK 2 – SITE ANALYSIS and UTILITY STUDY ..... $ 11,600

- Site Visits and Photo Summary of Site
- Civil/Utility/Environmental/Reconnaissance and Avoidance
- Existing Conditions and Infrastructure Improvement Plan – with Staff Support
- Existing Condition of Structures and Utility Assessments

TASK 3 – NEEDS ASSESSMENT, STAKEHOLDER OUTREACH and PROGRAM DEVEL. ..... $ 19,100

- Review Existing Reports, Studies and previous Outreach data.
- Interviews with all Stakeholders (3 meetings)
- Opportunities and Constraints Study
- Sustainable Project Certification Requirements
- Feasibility and ROI Opportunity of Clubhouse and Pro Shop
- Program for Current and Future Needs of Stakeholders

TASK 4 – SWRA VISIONING MASTER PLAN and INSPIRATION ..... $ 52,100

- Preliminary Concept Plan Identifying all Active and Passive Activities
- Renderings, Enlargements, and 3D Renderings of Key Areas; Sketches and Photos Providing Inspiration and Vision – Basic graphic level of rendering
- Concepts for Clubhouse and Pro Shop – Basic Perspective Sketches and Elevations
- Recommendations for Current and Future Use Presented to Stakeholders
- Environmental Description of Project
- Master Plan Booklet (Draft)

TASK 5 – DEVELOPMENT, OPERATION and MAINTENANCE COST ..... $ 21,470

- Capital Improvement Cost Estimate
- Phasing Improvement and Cost Breakdown
- Life-Cycle Infrastructure and Maintenance Cost
- Operational and Maintenance Cost Analysis

TASK 6 – FINAL PHASED IMPLEMENTATION PLAN ..... $ 7,750

- Review, Refine and Complete Master Plan Booklet with Stakeholder Approval
- Present Final SWRA Plan to Parks, Recreation and Arts Commission and Council

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OPTIONAL TASKS

TASK 7 – POTENTIAL FUNDING OPPORTUNITIES ..... $ 5,750

- Grant Funding Matrix Identifying Possible Grants that Meet the Needs of the Master Plan

TASK 8 –ARCHITECTURAL and STRUCTURAL BUILDING ASSESSMENT ..... $ 9,600

- Study of Clubhouse Building to Determine its Ability to be Re-purposed

SECTION 2 – ADDITIONAL SERVICES

Services not described in Section 1 of the scope of services shall be provided if authorized in writing by both parties.

Additional Services include but are not limited to:

1. Work involving environmental impact reports or initial study.
2. Construction Drawings, specifications, Bid documents and Construction Administration.
3. Civil engineering or design for off-site improvements.
4. Structural engineering or geotechnical reports.
5. Models, computer generated animations or other forms of presentation materials, that go beyond the stipulated plans, drawings and documents in Section 1.
6. Any service or reimbursable expense not included in or in excess of Section 1 that are provided by Melton Design Group, Inc. at your request or concurrence.

SECTION 3 – MISCELLANEOUS PROVISIONS

1. This proposal will remain valid for a time period of 6 months, after which if a contract has not been executed MELTON DESIGN GROUP reserves the right to revise billing rates/fee amounts.
2. If project is put on hold for 6 months a 5% startup fee will be assessed.
3. Landscape Architect agrees to provide its professional services in accordance with generally accepted standards of its profession.
4. Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to:

   Landscape Architects Technical Committee
   2420 Del Paso Road, Suite 105, Sacramento, CA 95834. (916) 575-7230

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EXHIBIT B

Schedule of Performance

The Melton Design Group presented the initial project schedule below, outlining an approximate schedule of nine months from project kick-off to completion. All dates outlined would be modified based on contract approval and kick-off schedule.

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Sunset Whitney Recreation Area Master Plan

Project Timeline-Schedule from Kick-off Through Final Master Plan Stage

TASK DESCRIPTION	PLAN START	PLAN END
Task 1 Kick-Off Meeting and Project Coordination		
Initiation of Project with Team and City	4/1/2022	4/30/2022
Refinement of Scope and Schedule	4/1/2022	4/30/2022
Ongoing Project Management	4/1/2022	11/15/2022
Task 2 Site Analysis and Utility Study		
Site Visits and Photo Summary of Site	4/1/2022	4/30/2022
Civil / Utility / Environmental / Reconnaissance and Avoidance	4/1/2022	6/30/2022
Existing Conditions and Infrastructure Improvement Plan - With Staff Support	4/1/2022	6/30/2022
Existing Conditions of Structure and Utility Assessment	5/1/2022	4/30/2022
Task 3 Needs Assessment, Stakeholder Outreach and Program Development		
Existing Reports and Studies	4/22/2022	7/5/2022
Interviews with All Stakeholders	4/22/2022	6/16/2022
Opportunities and Constraints Study	5/23/2022	7/11/2022
Sustainable Project Certification Requirements	6/1/2022	8/5/2022
Feasibility and ROI Opportunity of Clubhouse and Pro Shop	5/1/2022	7/12/2022
Program for Current and Future Needs of All Stakeholders	5/1/2022	11/16/2022
Task 4 SWRA Visioning Master Plan and Inspiration		
Preliminary Concept Plan Identifying All Active and Passive Activities	7/1/2022	12/16/2022
Renderings, Enlargements and 3D Renderings of Key Areas; Sketches and Photos Providing Inspiration and Vision	8/1/2022	8/30/2022
Concepts for Clubhouse and Pro Shop - 3D Sketches	8/1/2022	12/16/2022
Recommendations for Current and Future Use Presented to Stakeholders	6/1/2022	11/30/2022
Environmental Description of Project	9/1/2022	10/30/2022
Master Plan Booklet (Draft)	9/1/2022	10/30/2022
Task 5 Development, Operation and Maintenance Cost		
Capital Improvement Cost Estimate	7/1/2022	7/30/2022
Phasing Improvement and Cost Breakdown	8/1/2022	12/31/2022
Life-Cycle Infrastructure and Maintenance Cost	9/1/2022	10/31/2022
Operational and Maintenance Cost Analysis	10/1/2022	12/31/2022
Task 6 Final Phased Implementation Plan		
Review, Refine and Complete Master Plan Booklet with Stakeholder Approval	11/1/2022	12/31/2022
Present Final SWRA Plan to Parks, Recreation and Arts Commission and Council	12/1/2022	1/20/2022

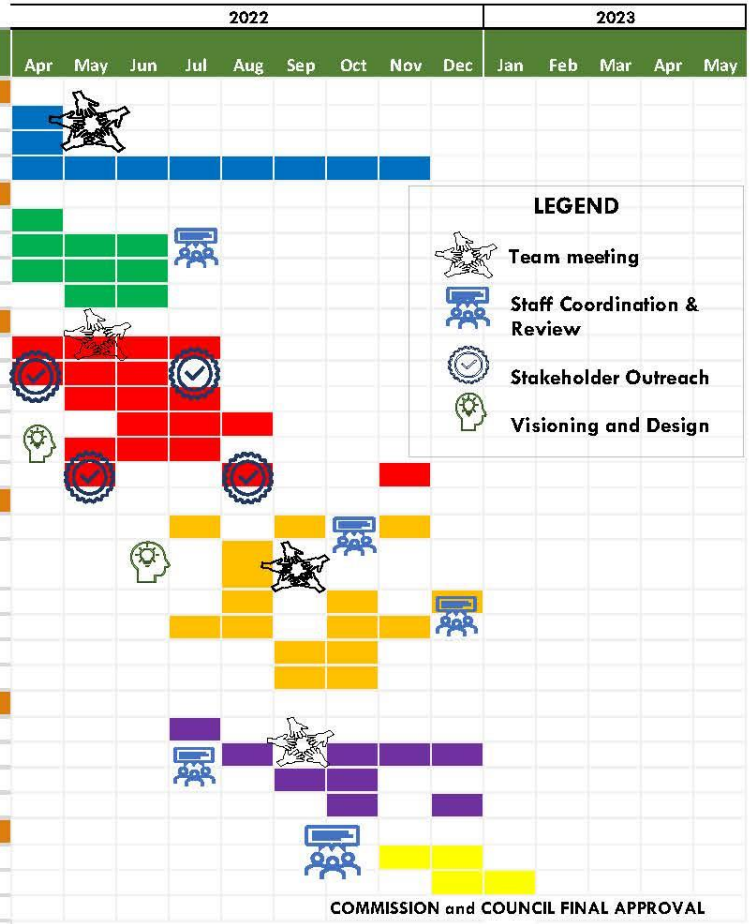

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EXHIBIT C

Schedule of Fees

COST SUMMARY PER TASK – MASTER PLAN DEVELOPMEN

TASK 1: KICK-OFF MEETING and PROJECT COORDINATION	$ 8,350
TASK 2: SITE ANALYSIS and UTILITY STUDY	$ 11,600
TASK 3: NEEDS ASSESSMENT, STAKEHOLDER OUTREACH and PROGRAM DEVEL.	$ 19,100
TASK 4: SWRA VISIONING MASTER PLAN and INSPIRATION	$ 52,100
TASK 5: DEVELOPMENT, OPERATION and MAINTENANCE COSTS	$ 21,470
TASK 6: FINAL PHASED IMPLEMENTATION PLAN	$ 7,750
REIMBURSABLES (Actual prints and reproductions to be determined by City)	$ 3,500
TOTAL	**$ 123,870**

OPTIONAL TASKS (activate upon initialing each task)

TASK 7: POTENTIAL FUNDING OPPORTUNITIES	*$ 5,750*
TASK 8: ARCHITECTURAL and STRUCTURAL BUILDING ASSESSMENT	*$ 9,600*

MDG billing will occur monthly. If the project scope changes in a way that could cause additional work beyond this contract, MDG will dictate an addendum to contract and notify the City of Rocklin prior to exceeding the estimate.

2022 SCHEDULE OF RATES

MDG PERSONNEL

Principal Landscape Architect	$180.00 / hour
Project Manager	$145.00 / hour
Irrigation Specialist	$130.00 / hour
Graphic Designer	$115.00 / hour
Designer/Technician	$ 95.00 / hour
Administration	$ 85.00 / hour

REIMBURSABLE EXPENSES

Black & White Copies 8.5 x 11	$ .30 each
Black & White Copies 11 x 17	$ .55 each

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Color Copies 8.5 x 11	$ 1.35 each
Color Copies 11 x 17	$ 2.50 each
Binding Covers 8.5 x 11	$ 3.00 each
Binding Covers 11 x 17	$ 6.00 each
Black & White 24 x 36 Print	$ 5.40 each
Black & White 30 x 42 Print	$ 7.88 each
Color 24 x 36 Print	$28.86 each
Color 30 x 42 Print	$42.09 each
Premium Color Glossy Plan Print	$62.50 each
Foam Core 24 x 36	$13.25 each
Foam Core 30 x 42	$15.75 each
Flash Drive	$ 9.00 each
Overnight Mail	Cost Plus 15%
Courier	Cost Plus 15%
Photography	Cost Plus 15%
Soils Analysis	Cost Plus 15%
Travel / Automobile	$ .62 per mile

Note: Rates subject to change after one year of proposal

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EXHIBIT __

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

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.

CONTRACTORS

DocuSigned by:

By: Greg Melton, Principal
A7798620A9E4419...

Greg Melton, Principal

4/28/2022 | 10:27 AM PDT

END OF CONTRACT

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AMENDMENT NO. 1
TO CONTRACT FOR SERVICES BETWEEN THE CITY OF ROCKLIN AND MELTON DESIGN GROUP, INC.

This Amendment is entered into as of 8/21/2023 | 7:06 PM PDT, by and between the City of Rocklin, a municipal corporation ("City") and Melton Design Group, Inc. ("Contractor"), who agree as follows:

RECITALS

WHEREAS, the City and Contractor entered into a Contract for Services Agreement on April 28, 2022, for professional services to create a master plan for Sunset Whitney Recreation Area; and

WHEREAS, Melton Design Group has completed all tasks outlined in the Contract for Services for Sunset Whitney Recreation Area, and presented a final master plan concept to City Council for consideration on February 14, 2023; and

WHEREAS, the City and Contractor agree to increase the total contract amount and add additional services for the design and planning of Veteran's Memorial Park.

AGREEMENT

NOW, therefore, the City and Contractor hereby agree to amend the Contract for Services as follows:

1. Section 2, entitled "Compensation", subsection "A" is amended to increase the total compensation not to exceed amount to One Hundred Thirty-Eight Thousand, Eight Hundred Seventy Dollars ($138,870).

2. Exhibit A, entitled "Contractor Proposal/Scope of Work", Section 1, Task 4 – SWRA VISIONING MASTER PLAN and INSPIRATION is amended to include services related to the design and planning of Veteran's Memorial Park.

3. Exhibit C, entitled "Schedule of Fees" is amended to increase the total amount to $138,870.

Except as set forth in this Amendment, the Contract for Services is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Contract for Services, the terms of this Amendment will prevail.

Executed as of the date first written above.

CONTRACTOR

By: DocuSigned by: Greg Melton
A7798620A9E4419...
Greg Melton, Principal

By: DocuSigned by: Christa Melton
72C34DF9A3AE447...
Christa Melton, Secretary

CITY OF ROCKLIN

By: DocuSigned by: Aly Zimmermann
66D99BDD198445B...
Aly Zimmermann, City Manager

APPROVED AS TO FORM:

By: DocuSigned by: Daniel Cucchi
5553D973451741 3...
Daniel Cucchi, Interim City Attorney

ATTEST:

By: DocuSigned by: Haley Reid
95D3E397B9AA45...
Haley Reid, Acting City Clerk

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH RSC ENGINEERING, INC. FOR ENGINEERING SERVICES FOR THE SUNSET WHITNEY RECREATION AREA IMPROVEMENTS PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT

WHEREAS, the Sunset Whitney Recreation Area Improvements (SWRA) Project consists of constructing various improvements, including, at a minimum, pickleball courts and a restroom facility; and

WHEREAS, on February 27, 2024, the City of Rocklin awarded a design contract to RSC Engineering, Inc. to provide design services for a not-to-exceed contract amount of $300,000; and

WHEREAS, City Council desires to amend the RSC Engineering, Inc. design contract to expand the environmental scope to include the entire SWRA in the amount of $75,000, increasing the total not-to-exceed contract amount to $375,000; and

WHEREAS, the proposed services rendered under this agreement will be funded from previously City Council-approved Capital Improvement Program budgets.

NOW, THEREFORE, the City Council of the City of Rocklin does resolve as follows:

Section 1. Approves the First Amendment to the contract for professional services with RSC Engineering, Inc. for design services for the Sunset Whitney Recreation Area Improvements Project and authorizes the City Manager to execute the Amendment in substantially the form attached hereto as Exhibit “A”.

PASSED AND ADOPTED this 19th day of November, 2024 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

AMENDMENT NO. 1
TO SUNSET WHITNEY RECREATION AREA IMPROVEMENTS BETWEEN THE CITY OF ROCKLIN AND RSC ENGINEERING, INC.

This Amendment is entered into on _____, by and between the City of Rocklin, a municipal corporation ("City") and RSC Engineering, Inc. ("Contractor") who agree as follows:

RECITALS

WHEREAS, the City and Contractor entered into a Contract for Services dated February 27, 2024, for Sunset Whitney Recreation Area Improvements (hereafter "Agreement"); and

WHEREAS, after the Agreement was executed, an environmental noise assessment was conducted. As a result of the assessment's findings, the City is exploring options to relocate the pickleball courts from the original location, which will require additional analysis under the Agreement's Scope of Work; and

WHEREAS, the City also desires for the Consultant to perform additional environmental analysis over a larger area of the project than what was originally described in the Scope of Work of the Contract; and

WHEREAS, the City and Contractor agree to amend the Agreement to expand technical studies to reflect a larger area beyond the pickleball court limit of work as well as provide additional services resulting from a new pickleball court location; and

WHEREAS, the City and Contractor desire to amend the Agreement to increase the not-to-exceed amount.

AGREEMENT

NOW, therefore, the City and Contractor hereby agree to amend the Agreement as follows:

1. Section 2 entitled "Compensation" is amended to reflect the total compensation under the Agreement shall not exceed Three Hundred Seventy-Five Thousand Dollars ($375,000).

2. Exhibit A entitled "Scope of Work" is amended to include the additional services set forth in Exhibit A, attached hereto and incorporated herein.

3. Exhibit C entitled "Schedule of Fees" is amended to add the additional fees set forth in Exhibit C, attached hereto and incorporated herein.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

Executed as of the date first written above.

CONTRACTOR

By: _____
[Name, Title]

CITY

By: _____
Aly Zimmermann, City Manager

APPROVED AS TO FORM:

By: _____
Crystal Hodgson, Assistant City Attorney

ATTEST:

By: _____
Avinta Singh, City Clerk

EXHIBIT A

SCOPE OF WORK

Perform technical studies to encompass the entire Sunset Whitney Recreation Area.

As directed by staff, Consultant will perform one or more of the following technical studies, or amend existing studies Consultant has prepared for the project:

1. Biological Resources Assessment
2. Aquatic Resources Delineation
3. Arborist Survey
4. Built-Environment and Archaeology Records Research
5. Built-Environment and Archaeology Survey
6. Built-Environment and Archaeology Report
7. Air Quality/Green House Gas Report

Professional design services for the construction document and construction administration phases of work will also be reviewed and modified as needed including:

1. Site, design, layout, and details for courts, pedestrian pathways (including ADA ramps, stairs) and site amenities.
2. Irrigation system and water use calculations.
3. Planting Plan and soil preparation
4. Parking lot renovations and drainage
5. Sewer, water, and storm utility renovations
6. Court and parking lot lighting and electrical
7. Restroom placement and utilities
8. Coordinate “maintenance building” with the City.

EXHIBIT C

SCHEDULE OF FEES

Description	Basis of Payment	Estimated Fees
Expanded technical studies to reflect a larger area, beyond the Pickleball court limit of work.	Fixed Fee	$35,000.00
Additional services resulting from a new pickleball court location. Services include but are not limited to: due diligence, feasibility, exhibits, added coordination etc.	Fixed Fee	$ 40,000.00
Total		**$ 75,000.00**

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CONTRACT FOR SERVICES

THIS CONTRACT is made on February 27, 2024, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and **RSC Engineering, Inc.** "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of Three Hundred Thousand Dollars ($300,000.00).** The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

B. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. Reimbursable expenses shall be limited to actual expenditures of Contractor for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

C. Contractor shall submit all billings/invoices for services to City in the manner specified in Exhibit B. Contractor's fees shall be as specified in the Scope of Work, Exhibit A or the Schedule of Fees as set forth in Exhibit C. All invoices submitted by Contractor shall contain the following information:

1. Job/project name or description;
2. City's current purchase order and/or work order number (if applicable);

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3. Contractor's invoice number;
4. Date of invoice issuance;
5. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
6. Amount of invoice, itemizing all authorized reimbursable expenses;
7. Total billed to date under agreement.

D. City shall make payment to Contractor net 30 days from receipt of an acceptable invoice. If Contractor's performance is not in conformity with the Scope of Work, Exhibit A, or the Schedule of Performance, Exhibit B, or the provisions set forth above, payments may be delayed or denied, unless the Contractor's failure to perform is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 4. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above, or as set forth in the Schedule of Performance.

E. During performance of the agreement and for a period of three (3) years after completing all services, Contractor shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Contractor's costs for all services performed under this agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

F. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

3. FACILITIES AND EQUIPMENT

Contractor shall at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform services pursuant to this agreement. City shall furnish to Contractor, only the facilities and equipment listed in Exhibit A (if any) according to any terms and conditions set forth in Exhibit A.

4. TERM OF CONTRACT

A. This agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect until **December 31, 2027** unless sooner terminated as provided herein.

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B. The services of Contractor are to commence upon execution of this Contract and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit B.**

5. SUSPENSION / TERMINATION

A. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving written notice of suspension to Contractor. If City gives such notice, Contractor shall immediately suspend its activities under this agreement.

B. This Contract may be terminated by either party, provided that the other party is given not less than **thirty (30)** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

1. Contractor shall immediately cease rendering services pursuant to this agreement;
2. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this agreement;
3. City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this agreement. Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

6. INDEPENDENT CONTRACTOR

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against

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Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this agreement.

7. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

8. EXTENSIONS OF TIME

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 7.

9. PROPERTY OF CITY

It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

10. COMPLIANCE WITH ALL LAWS

Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, all applicable laws, ordinances, and codes of federal, State and local governments, which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

For all leases and purchases of materials, equipment, supplies or other tangible personal property used to perform the agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit or Seller's Permit from the California State Board of Equalization, in accordance with the applicable SBE criteria and requirements. This provision applies in all instances unless prohibited by the funding source for the agreement.

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11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor is duly licensed, qualified and experienced to perform the services set forth in the Scope of Services, Exhibit A. Contractor represents and warrants that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this agreement. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this agreement, any licenses, permits and approvals that are legally required for Contractor to practice its profession or provide such services. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State.

C. Contractor shall perform all services required pursuant to this agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this agreement as is necessary for the satisfactory and timely performance of Contractor's obligations under this agreement. Neither party shall be considered in default of this agreement to the extent that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

D. All products of whatsoever nature that Contractor delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any scope of services or schedule of performance specified in Exhibits A or B.

E. Contractor shall assign only competent personnel to perform services pursuant to this agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify City in writing, of any other changes in Contractor's staff assigned to perform the services required under this agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

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F. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this agreement is based on such independent investigation and research. Contractor shall be liable for any expenses thereby incurred.

12. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

13. ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City. The City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this agreement. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

14. INTEREST IN CONTRACT

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict-of-interest code and as

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directed by the City.

15. MATERIALS CONFIDENTIAL

To the extent permitted by law, all of the materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

16. LIABILITY OF CONTRACTOR - NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

17. INDEMNITY AND LITIGATION COSTS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City, its officers, officials, agents, employees and volunteers against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from all acts or omissions of Contractor, or its officers, agents or employees in rendering services under this Agreement; excluding however, such liability, claims, losses, damages or expenses arising from the City's sole negligence, or willful acts. The provisions of this paragraph shall survive termination or suspension of this Contract. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance requirements of this agreement. City approval of the Insurance required by this Agreement does not in any way relieve the Contractor from liability under this section.

18. CONTRACTOR TO PROVIDE INSURANCE

Contractor agrees to have and maintain the policies set forth below, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and

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completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation:** As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. If Contractor has no employees, Contractor must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers' compensation benefits.

4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Professional liability coverage shall extend for at least five years after completion of the Contractor's services under this Agreement.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy 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. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; <u>and</u> CG 20 37 forms if later revisions used).

2. **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage at

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least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days for notice of cancellation due to non-payment.

4. **Waiver of Subrogation:** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

7. **Claims Made Policies:** If any of the required policies for professional liability insurance provide claims-made coverage:

   a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
   b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
   c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

8. **Verification of Coverage:** Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by

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this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. **Subcontractors:** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

10. **Special Risks or Circumstances:** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19. GENERAL / MISCELLANEOUS PROVISIONS

A. **Contract Documents**. This agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity**. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records**. Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

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D. **Entire Agreement**. This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. No alteration or modification of this agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. **Severability**. If any portion of this agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver**. Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be construed as a waiver of any provision of this agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. **Notice**. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: Hunter Young, City Engineer
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor: James Vanderpost, P.E.
Vice President
RSC Engineering, Inc.
1420 Rocky Ridge Drive, Suite 150
Roseville, CA 95661

H. **Enforcement of Agreement.** This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties' consent to jurisdiction over their

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persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

I. **Attorney's Fees**. In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

J. **Power and Authority to Enter into Agreement**. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

K. **Counterparts**; **Electronic Signatures**. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include **digital electronic signatures** (DocuSign). The use of digital **electronic signatures** and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

L. **Exhibits**. All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

RSC Engineering, Inc.

By: DocuSigned by: James Vanderpost
6F16790B1E0B452...

CITY OF ROCKLIN

By: DocuSigned by: Aly Zimmermann
F29E9749AAD9403...
Aly Zimmermann, City Manager

APPROVED AS TO FORM:

By: DocuSigned by:
3496B8242C674E3...
Matthew McOmber, City Attorney

ATTEST:

By: DocuSigned by: Avinta Madhukanshi-Singh
88A95AD69CB047E...
Avinta Singh, City Clerk

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EXHIBIT A

Contractor Proposal / Scope of Work

The Scope of Work is as follows:

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RSC ENGINEERING

RSC Engineering, Inc.

Consulting Engineers

1420 Rocky Ridge Dr.
Suite 150
Roseville, CA
95661
916.788.2884
Fax 916.788.4408
info@rsc-engr.com

February 7, 2024

City of Rocklin
Community Development Department
3970 Rocklin Road
Rocklin, CA 95677

Attn: Hunter Young

Subject: **Sunset Whitney Recreation Area Pickle Ball Design**
Rocklin, CA

Dear Hunter,

RSC Engineering, Inc. (RSC) is pleased to pleased to submit this proposal for professional Civil and Landscape architectural services in connection with the above referenced project. RSC Engineering with Fuhrman Leamy Land Group, (FLLG), shall provide professional services on the project referenced above, the extent of which is for approximately 16 pickleball courts and adjacent site improvements relating to the upgrades/reconstruction of the existing parking lot, accessible path to Midas, the area for the restroom facilities and maintenance buildings This proposal is based on the Master Plan provided by the City and meetings with City staff

SCOPE OF SERVICES

PHASES OF WORK

RSC and their subconsultant team shall provide professional design services for the construction document and construction administration phases of work.

ITEMS OF WORK

The following shall provide the base items of work:

1. Technical studies
2. Site Design, layout, and details for courts, pedestrian pathways (including ADA ramps, stairs) and site amenities.
3. Irrigation system and water use calculations.
4. Planting Plan and soil preparation.
5. Parking lot renovations and drainage
6. Sewer, water and storm utility renovations.
7. Court & Parking lot lighting and electrical.
8. Restroom placement & utilities.
9. Coordinate "maintenance building" with City
10. Supplemental survey and utility location.

The contribution of RSC and FLLG to the project under scope items 1-10 above shall be limited to areas of design and aesthetics.

RSC does not assume responsibility for the work of other consultants, unless identified above, in production of contract documents of the sufficiency thereof necessary to the execution of the work.

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We shall use existing field topographic survey of the existing site conditions using existing documents available from the project engineer. The scale will be 1" = 20' unless otherwise specified by client and the contour interval will be one foot. Use existing geotechnical soils test to determine pavement structural sections for flat work and structural design for park amenities.

PROCEDURE

TECHNICAL STUDIES

RSC will coordinate with consultants to provide requested studies to the City of Rocklin. Potential studies could include:

1. Biological Resources Assessment
2. Aquatic Resources Delineation
3. Arborist Survey
4. Built-Environment and Archaeology Records Research
5. Built-Environment and Archaeology Survey
6. Built-Environment and Archaeology Report
7. Air Quality/Green House Gas Report
8. Noise Study

The provided fee is an estimate and is subject to change based on the necessary scope of the studies.

CONSTRUCTION DOCUMENTS

RSC and FLLG will prepare 20 scale civil and landscape improvement plans (in AutoCAD v.2021 format). Civil and Landscape improvement plans shall include specifications, locations, sizes and quantities, and notes, legends, and details necessary to construct the work. RSC and FLLG shall prepare working drawings and specifications to reasonably conform to the applicable codes and regulations of governmental bodies having jurisdiction over the design process at the time of preparation.

CONSTRUCTION DOCUMENTS PHASE - Initial - 35% Submittal
RSC and FLLG will provide review and comment on progress of the project's design components including site grading, drainage, layout, and site furnishings. Prepare refined design development plans that show the character, aesthetic, size and location of the proposed improvements. Plans will be completed to a 35% design level and shall include the following:

1. Input final desired base design into electronic AutoCad format utilizing both the Design Development Master Plan and tied to digital site topographic survey provided by the City or RSC Engineering.
2. Cover Sheet with project name, address, signature block, sheet index, vicinity map, location map, and City of Rocklin Engineering and Parks General Notes.

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3. Construction Layout Plans with general dimensions, material and finishes and detail references.
4. Finish grading and drainage plans to confirm interface with existing conditions.
5. Storm Water Pollution prevention plan per City Standards.
6. Irrigation plan showing anticipated point of connection and mainline alignment and layout.
7. Planting plans identifying proposed tree, shrub and ground cover locations, and protection of existing site vegetation to remain.
8. Provide Updated Statement of Probable Construction Cost.

CONSTRUCTION DOCUMENTS - 90% and 100% Submittals

Upon approval of the 35% submittal by the City of Rocklin, RSC and FLLG will perform the detailed design of the project and produce the construction drawings and cost estimate necessary to put the project out to competitive bid. Plans shall be submitted for review at the 90%, 100% for final bid document stages. Construction documents shall include the following:

1. Cover Sheet with project name, address, A.P.N.,
   - 1.1. Volume of earthwork quantities
   - 1.2. Signature block, sheet index, vicinity map, location map, utility representative block
   - 1.3. City General Notes and Layout Legend
   - 1.4. Limit of Work and Additive Alternate Descriptions if necessary

2. Existing Conditions Demolition and Protection Plan.

3. Construction Layout Plan
   The layout plan will be referenced from the existing monuments located in the streets or a bench mark established by a surveyor and will include a dimensioned site plan showing locations of the following:
   - 3.1 Picnic tables, benches, drinking fountain, shade structure, and trash receptacles.
   - 3.2 Concrete (or AC) paving layout, curb, and joint layout.
   - 3.3 Striping and Traffic signage layout
   - 3.4 Restroom
   - 3.5 Mowstrip / Header Board layouts.
   - 3.6 Plaza area layout.
   - 3.7 Shade structure layout

4. Construction Details and Finish Schedule
   - 4.1 Site furnishings connections
   - 4.2 Drinking Fountain (if requested)
   - 4.3 Footings for Pre-Fabricated shade structures.
   - 4.4 Pickleball court sections and fence footings.
   - 4.5 Footings for Light standards.
   - 4.6 Concrete Flatwork.
   - 4.7 Parking and Drive Aisle Paving

5. Grading Plan
   - 5.1 Site spot elevations using City provided topographic information for reference.

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5.2 Storm Drain improvements will be designed to intercept on site runoff and convey to the existing conveyance system.
5.3 Spot elevations and contour grading.
5.4 Approximate cut and fill calculations updated for each submittal.

Note: Drainage System Upgrades – RSC will prepare plans for a storm drainage system associated with the parking lot upgrades as noted above and the proposed pickle ball court. The plans will include calculations for the storm drain pipe as well as the anticipated bio-retention area(s) downstream of the improvements. Please note that it is assumed that storm drain discharge to the adjacent creek complete with an outfall structure and associated environmental permits is not included. It is anticipated that the bio retention system will drain overland to the existing swales located on the property just beyond the parking area.

6. Storm Water Pollution Prevention Plan

7. Utility Plans
   7.1 Wet Utility Plans
   7.2 Water system includes drinking fountains, and service to the landscape irrigation quick couplers.
   7.3 Sewer Connection for Drinking Fountain.
   7.4 Electrical Plan for Site Lighting with fixture types, details and locations
   7.5 Site electrical one line diagrams for site electrical needs and lighting.

Note: Sanitary Sewer Design – RSC will prepare plans for the sanitary sewer system to service the proposed restroom and future buildings. Please note based on initial feedback from SPMUD there is concern with the existing pipe condition such that a new connection to the public system on Midas may be necessary. The fee for the sewer design anticipates a new connection to the public system going over/thru the creek, similar to the existing service lateral pipe. It is assumed that the CEQA documents will reflect the potential creek crossing. A lift station design is not included with this fee proposal.

Note: Water Plans and Design – RSC will prepare plans to reflect the demolition of the existing water system on site within the limits of work as necessary and extending new private water lines to reflect the requirements for placement of hydrants and domestic service lines to the restrooms complete with stubs for future extension. Please note it is assumed upgrades to the laterals from the mainline to the existing water meter and backflow devices will not be required by PCWA nor the City.

8. Planting Plan
   8.1 Species, size, quantities and location of trees, shrubs, ground cover, and hydroseed
   8.2 Water use zoning
   8.3 Provide Soils fertility report for soil conditioner and amendment recommendations.

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9. Irrigation Plan
   - 9.1 Sprinkler head layout, valves, piping and tie in to existing controller.
   - 9.2 Equipment shall meet City Standards and Specifications.
   - 9.3 Electrical and civil coordination.
   - 9.4 Irrigation scheduling and water use calculations.

10. Construction Specifications
    - 10.1 Prepare specifications and Bid Form for the proposed work using City Standards.
    - 10.2 Front end "boilerplate" provisions to be provided by City.

11. Opinion of Probable Construction Cost
    - 11.1 Prepare opinion of probable construction cost at the 90% submittal.
    - 11.2 Update opinion of probable construction cost @100% and final bid document submittals in bid form format.

12. Meetings
    - 12.1 Provide up to two (2) coordination meetings with City of Rocklin staff at 90% and 100% submittals.

13. Agency Submittals
    - 13.1 Provide coordination of construction plan submittals with the City Depts.
    - 13.2 Provide response to comment letter and other required Agencies and utility companies.
    - 13.3 Provide initial submittal @ 90% completion and a 100% re submittal of plans to City of Rocklin for review and prepare response to comments in letter form for each submittal.
    - 13.4 Provide reproducible set of final plans, specifications and opinion of probable costs.
    - 13.5 Provide electronic copy of final plans, specifications and opinion of probable costs

    Note: RSC will submit plans to SPMUD and PCWA as necessary (pending scope of improvements) for review and approval.

CONSTRUCTION ADMINISTRATION

RSC and FLLG recommends periodic visits to the site to familiarize itself with the general progress and quality of workmanship and compliance with the contract documents. Recommended construction administration services may include a job start meeting, additional site observations and field reports, specimen tree search time and general administration (i.e. bid coordination, material submittal reviews, plan interpretations, change order requests and proposal reviews, record drawing reviews, correspondence, etc.). On the basis of the site observations, RSC and FLLG would keep the Client informed of the progress of construction.

RSC nor FLLG shall not be held responsible for construction means, methods, techniques, sequences, and or procedures in connection with the work. RSC nor FLLG shall also not be

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held responsible for the contractor's errors or omissions or failure to carry out the work in accordance with the contract documents.

DEVELOPMENT BUDGETS

As part of the design development phase, the proposed development construction budget shall be established and approved. This development budget shall be revised and approved upon the completion of the contract documents phase. In the event that the development budget is reduced or increased by more than 10% between the time of approval of the construction document phase budget and the time of award of a construction contract, cost modifications to drawings and specifications to meet the revised budget shall be considered extra services.

DESIGN APPROVAL

The Client shall designate a person responsible for design direction to RSC for this project and shall maintain authority for approval. In the event that others, as approved by the designated party, reject the design, and a redesign is required, such redesign services shall be compensated as extra services.

EXCLUSIONS TO SCOPE OF SERVICES

The Client shall provide the following information of services as required for performance of the work. RSC assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should RSC or FLLG be required to provide services in obtaining or coordinating compilation, such services shall be charged as extra services.

1. Legal descriptions
2. Utility and man-made base information
3. Aerial photography
4. Any engineering services not identified herein.
5. Water features design and detailing
6. All permits, plan checking, inspection and other agency fees
7. Geotechnical Report
8. Submittal applications
9. Site amenity details
10. Opinion and compilation of fee requirements
11. Electric, Telephone, CATV & Gas service applications and design.
12. Joint Trench Coordination
13. Water Supply Calculations and Modeling
14. Topographic and Boundary Survey

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EXHIBIT B

Schedule of Performance

The Scope of Work identified in Exhibit A will be completed by December 31, 2027.

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EXHIBIT C

Schedule of Fees

The Schedule of Fees is as follows:

FEE SCHEDULE

Fee(s) for the professional services described above shall not exceed ***three hundred thousand dollars.*** Expenses will be billed in addition to the professional service fees and in accordance with the attached rate Appendix A. The professional service fees are broken down per phase of the project and per work phase as follows:

Technical Studies	$	100,000.00
Construction Documents Phase		
CIVIL ENGINEERING	$	87,000.00
FLLG	$	47,000.00
ELECTRICAL ENGINEERIG	$	18,500.00
STRUCTURAL ENGINEERING	$	10,500.00
MAINTENANCE BUILDING CORD	$	20,000.00
Total Design Services	$	183,000.00
Contract Administration Phase	$	15,000.00
Reimbursable Allowance	$	2,000.00
Estimated Total	***$***	***300,000.00***

We hope that you find our fee proposal to be complete and thorough.

If this proposal and the attached Fee Schedule meet with your requirements, you may indicate your approval by executing this document in the space provided below and returning it to our office. We welcome the opportunity to work with you on this project.

The above fees will not be exceeded without authorization from the Client. Additional services will not be performed without authorization from the Client.

If you have any questions, require clarification or wish to discuss any aspect of this proposal, please do not hesitate to call.

Sincerely,

James Vanderpost, P.E.
Vice-President

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APPENDIX A

FEES FOR PROFESSIONAL SERVICES

1. Compensation for services shall be provided in accordance with the fee schedule and terms on the attached APPENDIX A.
2. For the fees outlined in the proposal, RSC shall submit monthly invoices for progress payment based upon the percentage of work completed in accordance with the specified time sequence that the client's accounting process requires.
3. Reimbursable expenses shall be billed monthly or with fee invoices.
4. RSC shall maintain the right to cease work on the project if compensation is not provided in a timely manner.
5. Administrative time required on the part of the consultant to provide invoicing that meets the Client's special billing requirements, and/or forms or formats, will be billed in addition to the professional service fees outlined above. Billing for these services will be done on a time and material basis, per the attached Appendix A.

REIMBURSABLE COSTS

The following costs shall be reimbursed at cost plus 15% and are not included in the estimated lump sum fee for professional services.

1. Cost of copies of drawings, specifications, reports, and construction estimates, photography, photographic reductions, and other documents furnished or prepared in connection with the work of this proposal.
2. Cost of delivery and shipping expenses not including first class mail.
3. Long distance telephone and fax charges.
4. Travel expenses and mileage are billed at the current IRS rate per mile.

HOURLY RATE SCHEDULE

When requested by the OWNER, ENGINEER, or ARCHITECT hourly rate services shall be provided using the rate schedule below and invoiced monthly or on an approved fixed fee established when the services are authorized and or when requested by the OWNER.

RSC HOURLY RATE SCHEDULE

Senior Principal Engineer	$212.00
Principal Engineer	$191.00
Managing Engineer	$180.00
Engineer IV	$152.00
Engineer III	$140.00
Engineer II	$126.00
Engineer I	$114.00
Technician VI	$152.00
Technician V	$140.00

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Technician IV	$122.00
Technician III	$114.00
Technician II	$ 102.00
Technician I	$ 91.00
Managing Planner	$175.00
Planner III	$140.00
Planner II	$126.00
Planner I	$114.00
Support Staff	$ 61.00

FLLG HOURLY RATE SCHEDULE

Principal	$210.00/HR.
Project Manager	$175.00/HR
Landscape Architect	$150.00/HR.
Landscape Designer/Draftsperson	$120.00/HR.
Administrative Staff	$ 75.00/HR.

INSURANCE

The following list outlines the "standard" insurance coverage that is maintained by RSC

1.	Professional Liability (Errors & Omissions)	
1.1.	Per Occurrence	$2,000,000.00
1.2.	Aggregate	$2,000,000.00
2.	General Liability	
2.1.	Per Occurrence	$2,000,000.00
2.2.	Aggregate	$4,000,000.00
3.	Auto Liability	$1,000,000.00

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EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

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.

RSC Engineering, Inc.

By: DocuSigned by: James Vanderpost
6F16790B1E0B452...

City Council Special Staff Report

Subject: Rocklin Municipal Code Amendments Regarding the Prohibited Use of Motorized Vehicles in Recreation Areas

Date: November 19, 2024

Submitted By: Veronica Tracy, Parks and Recreation Director

Department: Parks and Recreation

Recommendation:
Conduct a Public Hearing and Consider the Following Action: Introduce, Waive Full Reading, and Read by Title Only, An Ordinance of the City Council of the City of Rocklin to Amend Section 12.20.045(C) and Add Enforcement Provisions as Section 12.20.046 to the Rocklin Municipal Code Regarding the Prohibited Use of Motorized Vehicles in Recreation Areas.

Background:
Due to concerns about the safety risks posed by e-scooters, e-bikes and other motorized vehicles in the community, staff recommends amendments to the Rocklin Municipal Code (RMC) as presented with this item. In an effort to keep recreation areas, including playgrounds, the pump track, and the skate park, free from the safety risks associated with motorized vehicle use, staff proposes modifications to RMC Section 12.20.045(C) and the addition of 12.20.046 to the RMC, summarized as follows:

- Prohibit the use of all motorized vehicles, including e-scooters, e-bikes, and electric skateboards, in recreation areas, playgrounds, pump tracks, and skate parks, unless the motorized vehicle is operated by the City of Rocklin for work-related purposes.
- Add enforcement provisions under Section 12.20.046, holding parents or legal guardians responsible for violations committed by minors, and establishing penalties for non-compliance.

The changes are intended to maintain and improve safety in recreational areas by prohibiting the dangerous use of unauthorized motorized vehicles from these spaces and thereby, and allowing for enforcement and penalties for violations of these rules, thereby reducing potential risks to park attendees and users.

Fiscal Impact:
The proposed Ordinance provides authority to impose penalties on those who violate it. Any fines or penalties collected through enforcement would help offset the City's compliance management costs in recreational areas. However, these revenues are expected to be minimal and largely balanced by the staff time and resources needed for enforcement

activities.

ATTACHMENTS:
1. Ordinance
2. Rocklin Municipal Code Language Changes (Redline)

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN TO AMEND SECTION 12.20.045(C) AND ADD ENFORCEMENT PROVISIONS AS SECTION 12.20.046 TO THE ROCKLIN MUNICIPAL CODE REGARDING THE PROHIBITED USE OF MOTORIZED VEHICLES IN RECREATION AREAS

WHEREAS, Section VII of Article XI of the California Constitution provides that a City may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the City Council finds it necessary to update, consolidate, and streamline the Rocklin Municipal Code ("RMC") periodically to comply with recent law enactments and decisions and to achieve more efficient enforcement of code violations to promote public health, safety, and welfare; and

WHEREAS, the City Council of the City of Rocklin has identified the need to amend Rocklin Municipal Code Section 12.20.045(C) to address motorized vehicles in recreational areas, including playgrounds, pump tracks, and skate parks, and to add enforcement provisions for violations of the chapter; and

WHEREAS, the City Council has identified the need to hold parents and legal guardians accountable for the actions of minors who violate the provisions of the Rocklin Municipal Code within recreational areas.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROCKLIN DOES ORDAIN AS FOLLOWS:

Section 1. Findings. The findings and recitals set forth above are true and correct.

Section 2. Purpose. The purpose of this proposed ordinance is to modify Rocklin Municipal Code Section 12.20.045(C) to regulate the operation of motorized vehicles in recreational areas and to establish enforcement provisions for violations of this section.

Section 3. Authority. The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution and Government Code section 37100.

Section 4. Amendment. Section 12.20.045 of the Rocklin Municipal Code is hereby amended to read as follows:

12.20.045 Restrictions in all Recreation Areas

It shall be unlawful and a violation of this chapter for any person to:

A. Enter or remain on the premises after the established closing hours.

B. Operate or park a vehicle in other than designated areas or over established roads.

C. Operate any motorized vehicle, whether gas or electric powered, whether licensed or unlicensed, within any recreation area as that term is defined in 12.20.015, including but not limited to any playground area, pump track, or skate park, unless performing work for the City of Rocklin. The term motorized vehicle includes but is not limited to any and all vehicles commonly known as automobiles, motorcycles, E-Conveyances, E-Skateboards, E-Bikes, and E-Scooters.

D. Park or allow any vehicle to remain in excess of eight consecutive hours.

E. Start or maintain fires in parks, except for barbecuing food, using established barbecue facilities or personal portable barbecues within designated picnic areas. No person shall fail to fully extinguish live coals, embers, or fires before leaving the barbecue facilities or picnic area.

F. Allow or permit any person under the age of six under their custody, jurisdiction, or control to enter or remain without providing adequate supervision.

G. Leave, drop, place, or deposit any trash, except in receptacles provided for trash.

H. Conduct or carry on an assembly of more than twenty-five people in a park, which assembly is intended or can reasonably be expected to last more than thirty minutes or does in fact last more than thirty minutes, without first obtaining a permit from the director.

I. Remain at an assembly or public demonstration after having been requested to leave by a peace officer.

12.20.046 Enforcement Provisions

A. Responsibility of parent(s) or guardian(s). No parent or guardian of any minor child or ward shall authorize or knowingly permit any minor child or ward of that parent or guardian to violate any of the provisions of this chapter.

B. Penalty for violations. Every person violating any provisions of this Chapter shall be subject to the penalties provided for in Chapter 1.14, including but not limited to 1.14.023 of the Rocklin Municipal Code and any or all other remedies allowed by applicable law. Each and every parent or legal guardian of a minor who violates this chapter shall be liable for the penalties and payment of civil damages pursuant to Civil Code Section 1714.1(b) to the fullest extent applicable.

C. Violation severity. Violation of any section of this chapter may be charged as either a misdemeanor or an infraction at the discretion of the city attorney.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions to be declared invalid or unconstitutional.

Section 6. Environmental Analysis. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to Sections 15060, subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061, subdivision (b)(3) (there is no possibility the activity in question may have a significant effect on the environment) of the CEQA Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 7. Effective Date. This ordinance shall take effect thirty (30) days after the day of its adoption.

Section 8. Publication. Within fifteen days of the passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the City Council members voting for and against the ordinance.

INTRODUCED at a special meeting of the City Council of the City of Rocklin held on November 19, 2024, by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on _____, 2024, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

First Reading: 11.19.2024
Second Reading:
Effective Date:

12.20.045 Restrictions in all recreation areas.

It shall be unlawful and a violation of this chapter for any person to:

A. Enter or remain on the premises after the established closing hours.

B. Operate or park a vehicle in other than designated areas or over established roads.

C. ~~Operate a vehicle in excess of fifteen miles per hour on park roads.~~ Operate any motorized vehicle, whether gas or electric powered, whether licensed or unlicensed within any recreation area as that term is defined in 12.20.015, including but not limited to any playground area, pump track or skate park unless performing work for the City of Rocklin. The term motorized vehicle includes but is not limited to any and all vehicles commonly known as automobiles, motorcycles, E-Conveyance, E-Skateboards, E-Bikes, E-scooters.

D. Park or allow any vehicle to remain in excess of eight consecutive hours.

E. Start or maintain fires in parks, except for barbecuing food, using established barbecue facilities or personal portable barbecues within designated picnic areas. No person shall fail to fully extinguish live coals, embers, or fires before leaving the barbecue facilities or picnic area.

F. Allow or permit any person under the age of six under their custody, jurisdiction or control, to enter or remain without providing adequate supervision.

G. Leave, drop, place or deposit any trash; except in receptacles provided for trash.

H. Conduct or carry on an assembly of more than twenty-five people in a park, which assembly is intended or can reasonably be expected to last more than thirty minutes or which does in fact last more than thirty minutes, without first obtaining a permit from the director.

I. Remain at an assembly or public demonstration after having been requested to leave by a peace officer.

(Ord. No. 1005, § 1, 1-14-2014; Ord. No. 1075, § 3, 7-11-2017)

12.20.046 Enforcement

A. Responsibility of parent(s) or guardian(s). No parent or guardian of any child shall authorize or knowingly permit any minor child or ward of that parent or guardian to violate any of the provisions of this Chapter.

B. Penalty for violations. Every person violating any provisions of this Chapter shall be subject to the penalties provided for in Chapter 1.14, including but not limited to 1.14.023 of the Rocklin Municipal Code and any or all other remedies allowed by applicable law. Each and every parent or legal guardian of a minor who violates this chapter shall be liable for the penalties and payment of civil damages pursuant to Civil Code Section 1714.1(b) to the fullest extent applicable.

C. Violation severity. Violation of any section of this chapter may be charged as either a misdemeanor or an infraction in the discretion of the city attorney.

City Council Special Staff Report

Subject: Annexation Into Community Facilities District No. 1 (West Stanford Ranch Public Storage, APN 017-086-013-000)

Date: November 19, 2024

Submitted By: Megan Bressem, Management Analyst
Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Conduct a Public Hearing and Consider the Following Actions:

A. Adopt a Resolution of the City Council of the City of Rocklin of Annexation of Territory to Community Facilities District No. 1 (Annexation No. 90), Authorizing the Levy of a Special Tax, and Submitting Levy of Tax to Qualified Electors (West Stanford Ranch Public Storage, APN 017-086-013-000).
B. Adopt a Resolution of the City Council of the City of Rocklin Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien Pertaining to Community Facilities District No. 1 (Annexation No. 90) (West Stanford Ranch Public Storage, APN 017-086-013-000).

Background:
On October 8, 2024, the City Council adopted Resolution No. 2024-223, a Resolution of Intention to Annex Territory to Rocklin Community Facilities District (CFD) No. 1 (Annexation No. 90) and to Authorize the Levy of Special Taxes Therein to Amend the Rate and Set a Public Hearing Date regarding West Stanford Ranch Public Storage, a commercial development property located along West Stanford Ranch Road, approximately 500 feet east of Sunset Boulevard (Assessor's Parcel Number 017-086-013-000). A map of the annexation area is included as Attachment 3 for reference. A Notice of Public Hearing was published in the Placer Herald on October 18, 2024.

The development of West Stanford Ranch Public Storage is conditioned on, among other things, annexation into CFD No. 1. CFD No. 1 provides funding for the operation and maintenance of fire protection and suppression services and ambulance and paramedic services.

There are two resolutions for City Council consideration. Resolution A (Attachment 1) finds that no majority protest exists, orders the annexation, and authorizes the levy of the special tax, subject to approval by a two-thirds vote of the landowners.

In anticipation of approval of the annexation, the election has already occurred, and Resolution B (Attachment 2) approves the canvass of the election, declares the results of the election, and orders the recording of the amended notice of special tax lien, which gives notice that the land within the project area is now subject to the special tax.

Fiscal Impact:
There is no direct fiscal impact to the General Fund from the staff recommendation. Adoption of the attached resolutions will allow special taxes to be levied and collected for CFD No. 1 to pay for services provided to the annexation territory.

ATTACHMENTS:
1. Resolution A - Levy of Special Taxes
2. Resolution B - Annexation Election
3. Annexation Map

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
OF ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 1
(ANNEXATION NO. 90), AUTHORIZING THE LEVY OF A SPECIAL TAX, AND
SUBMITTING LEVY OF TAX TO QUALIFIED ELECTORS
(West Stanford Ranch Public Storage, APN 017-086-013-000)

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

Section 1. The City Council of the City of Rocklin hereby finds as follows:

1. The City Council on October 8, 2024, adopted Resolution No. 2024-223 (the "Resolution of Intention") stating its intention to annex the territory to the City's Community Facilities District No. 1 (Annexation No. 90) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act");

2. A copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory to be annexed to the CFD and stating the facilities and/or services to be provided and the rate and method of apportionment of the special tax to be levied within the CFD to pay for fire prevention and suppression services and ambulance and paramedic services, is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein;

3. On the date hereof, this City Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to the CFD;

4. At said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to the CFD and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held;

5. Prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to the CFD by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the existing CFD, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to the CFD, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to the CFD; and

6. Annexation Map No. 90 to the CFD, has been filed with the County Recorder of the County of Placer, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

7. All prior proceedings taken by this City Council with respect to the CFD and the proposed annexation of territory thereto have been duly considered and are hereby

determined to be valid and in conformity with the Act, and the CFD has been validly established pursuant to the Act.

Section 2. The description and map of the boundaries of the territory to be annexed to the CFD, as described in said Annexation Map No. 90 to the CFD on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of the CFD, and said territory is hereby ordered annexed to the CFD, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

Section 3. The provisions of the Resolution of Intention as heretofore adopted by this City Council are by this reference incorporated herein, as if fully set forth herein.

Section 4. Pursuant to the provisions of the Act, the proposition of the levy of the special tax within the territory to be annexed to the CFD shall be submitted to the voters of the area to be annexed to the CFD at an election called therefor as hereinafter provided.

Section 5. This City Council hereby finds that fewer than 12 persons have been registered to vote within the territory proposed to be annexed to the CFD for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this City Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this City Council finds that for purposes of these proceedings the qualified electors are the landowners within the territory proposed to be annexed to the CFD and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in the territory proposed to be annexed to the CFD.

Section 6. Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under Section 4000 of the California Elections Code. This City Council hereby determines that paragraphs (a), (b), (c)(1) and (2) of said Section 4000 are applicable to this election.

Section 7. The City Council hereby calls a special election to consider the measure described in the ballot referred to in paragraph 8 below, which election shall be held on November 19, 2024, in the meeting place of this City Council, City Council Chambers, 3970 Rocklin Road, Rocklin, California.

Section 8. The City Clerk is hereby appointed as the election official to conduct the election and cause to be provided to each landowner(s) in the territory to be annexed to the CFD, a ballot in the form of Exhibit A hereto, which form is hereby approved.

Section 9. The City Clerk shall accept the ballots of the qualified electors received prior to 5:00 p.m. on November 19, 2024 whether received by mail or by personal delivery.

Section 10. This City Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the protection of voters, that the voters have waived such requirement and the date for the election herein above specified is established accordingly.

PASSED AND ADOPTED this 19th day of November, 2024, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

City of Rocklin
Community Facilities District No. 1 (Annexation No. 90)
(West Stanford Ranch Public Storage)

OFFICIAL BALLOT
SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed postage paid envelope to the office of the City Clerk of the City of Rocklin no later than 5:00 p.m. on November 19, 2024, either by mail or in person. The City Clerk's office is located at 3970 Rocklin Road, Rocklin, California 95677.

To Vote, mark a cross (X) in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Rocklin and obtain another.

BALLOT MEASURE: Shall the City of Rocklin, by and for its Community Facilities District No. 1 (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. 2024-223 of the City of Rocklin, adopted by its Council on October 8, 2024?	YES:_____
	NO:_____

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Sections 53326(a) and 53327(b) of the California Government Code.

Number of Votes: 4
Property Owner: PS Northern California One, Inc.

Name: [Co-Tenant Owner Name]
Address: [Co-Tenant Owner Address]

By:_____
Print Name

_____
Signature
Title:_____

RESOLUTION NO. 2024-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN DECLARING RESULTS OF SPECIAL ANNEXATION ELECTION, DETERMINING VALIDITY OF PRIOR PROCEEDINGS, AND DIRECTING RECORDING OF AMENDED NOTICE OF SPECIAL TAX LIEN PERTAINING TO COMMUNITY FACILITIES DISTRICT NO. 1 (ANNEXATION NO. 90)
(West Stanford Ranch Public Storage, APN 017-086-013-000)

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

Section 1. The City Council of the City of Rocklin finds as follows:

1. In proceedings heretofore conducted by the City Council pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), this City Council has heretofore adopted a resolution calling a special election of the qualified landowner electors in the territory of land proposed to be annexed to Community Facilities District No. 1 (Annexation No. 90) (the "CFD");

2. Pursuant to the terms of the resolution which is hereby incorporated herein by this reference, the special election has been held and the City Clerk has filed a Canvass of Votes Cast in Special Election, a copy of which is attached hereto as Exhibit A; and,

3. This City Council has reviewed the Canvass and hereby approves it.

Section 2. The issue presented at the special election was the levy of a special tax within the territory annexed to the CFD, to be levied in accordance with the formula heretofore approved by this City Council as described in Resolution No. 2024-223, the Resolution of Intention.

Section 3. Pursuant to the Canvass on file with the City Clerk, the issue presented at the special election was approved by the landowner-voter being the qualified electors of the territory annexed to the CFD by more than two-thirds of the qualified electors voting at the special election.

Section 4. Pursuant to the voter approval, the annexed territory to the CFD is hereby declared to be fully annexed to and part of the CFD and this City Council may levy special taxes therein as heretofore provided in these proceedings.

Section 5. It is hereby found that all prior proceedings and actions taken by this City Council pursuant to the CFD and the territory annexed thereto were valid and in conformity with the Act.

Section 6. Within 15 days of the date hereof, the City Clerk shall execute and cause to be recorded in the office of the County Recorder of the County of Placer, an amendment to the Notice of Special Tax Lien as required by Section 3117.5 of the California Streets and Highways Code.

PASSED AND ADOPTED this 19th day of November, 2024, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Greg Janda, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

City of Rocklin
Community Facilities District No. 1 (Annexation No. 90)
(West Stanford Ranch Public Storage, APN 017-086-013-000)

CANVASS AND STATEMENT OF RESULT OF ELECTION

I hereby certify that on this date, I canvassed the returns of the election held on this date in the territory annexed to Community Facilities District No. 1 (Annexation No. 90) of the City of Rocklin, which election is designated as the Special Tax Annexation Election, and the total number of ballots cast in the territory to be annexed and the total number of votes cast for and against the measure are as follows and the totals as shown for and against the measure are full, true and correct:

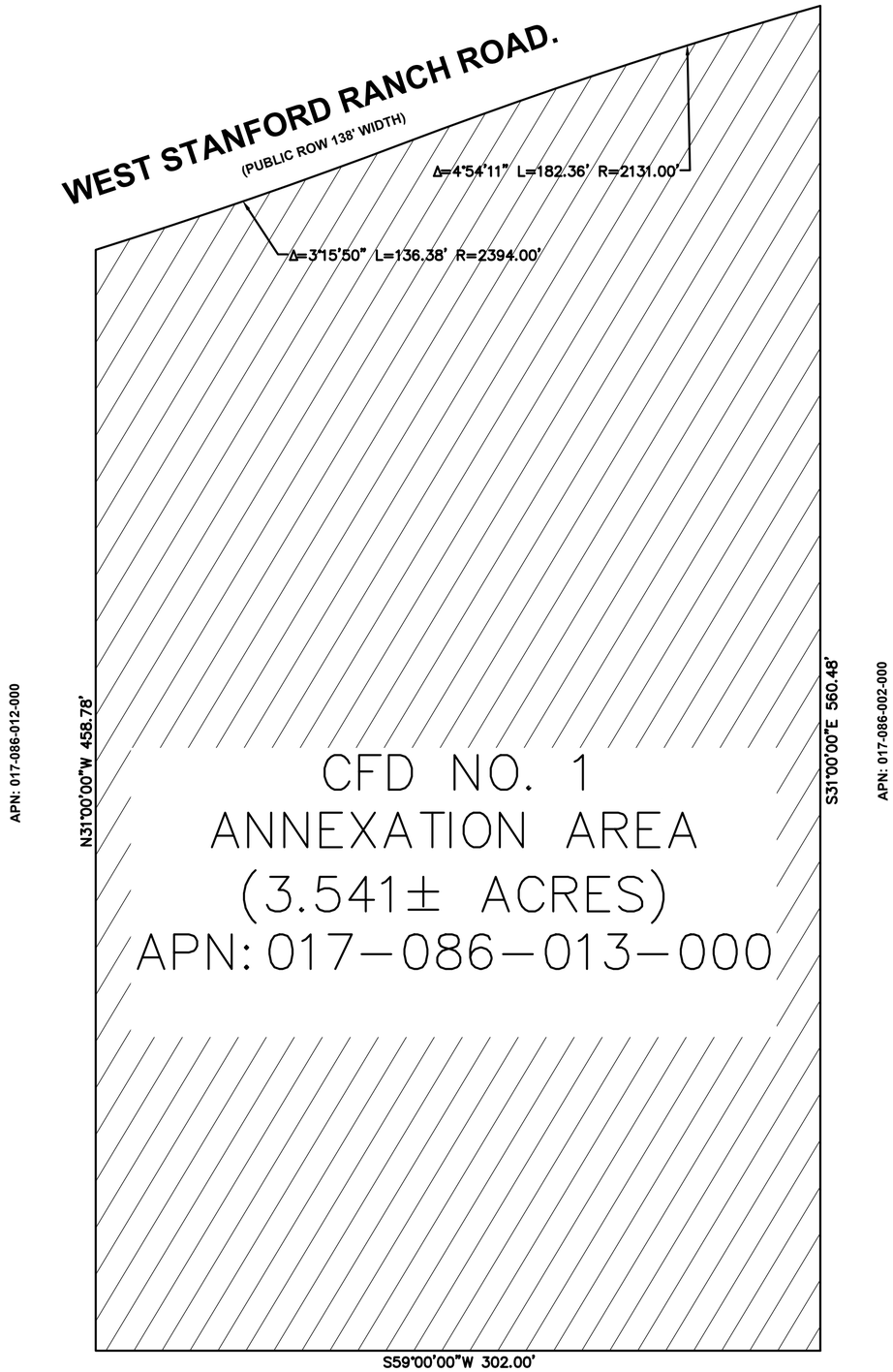
	Qualified Landowner Votes	Votes Cast	YES	NO
City of Rocklin Community Facilities District No. 1 Annexation No. 90 Special Tax Annexation Election, November 19, 2024	4	_____	_____	_____

BALLOT MEASURE: Shall the City of Rocklin, by and for its Community Facilities District No. 1 (Annexation No. 90) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in Resolution No. 2024-223 of the City of Rocklin, adopted by its Council on October 8, 2024?

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND this 19th day of November, 2024.

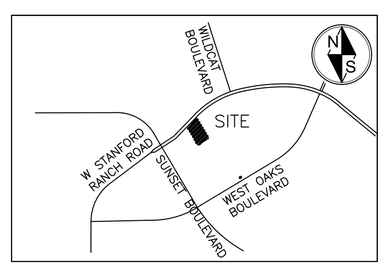
CITY OF ROCKLIN

By:_____
Avinta Singh, City Clerk



LEGEND:

CFD BOUNDARY LINE



VICINITY MAP

WEST STANFORD RANCH PUBLIC STORAGE

ANNEXATION MAP NO. 90 OF COMMUNITY FACILITIES DISTRICT NO. 1

A PORTION OF LOTS A AND B, AS SHOWN ON THE PARCEL MAP OF "STANFORD RANCH PHASE IV - UNIT 2 PARCEL 56", FILED IN BOOK 35 OF PARCEL MAPS, AT PAGE 143 LYING IN THE SECTION 11, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M., CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA

AUGUST 2024

LARS ANDERSEN & ASSOCIATES, INC.
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
4694 WEST JACQUELYN AVENUE, FRESNO CALIFORNIA 93722
TEL: 559 276-2790 FAX: 559 276-0850 WWW.LARSANDERSEN.COM

NOTES:
REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED " PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 1, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA," FILED THE 3RD DAY OF APRIL, 1987, AT THE HOUR OF 9:12 A.M. IN BOOK 1 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 2, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF PLACER, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.

CITY CLERK'S STATEMENT
FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, THIS _____ DAY OF _____20____.

_____
AVINTA SINGH
CITY CLERK OF THE CITY OF ROCKLIN

CITY COUNCIL'S STATEMENT
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 90 TO COMMUNITY FACILITIES DISTRICT NO. 1, CITY OF ROCKLIN, COUNTY OF PLACER, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____, BY ITS RESOLUTION NO. _____.

_____
AVINTA SINGH
CITY CLERK OF THE CITY OF ROCKLIN

RECORDER'S STATEMENT
FILED THIS _____ DAY OF _____, 20___, AT THE HOUR OF _____ O'CLOCK ____ M., IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF PLACER, STATE OF CALIFORNIA.

RYAN RONCO
PLACER COUNTY RECORDER

BY:_____
DEPUTY

FILE NO. _____

FEE:_____