ROCKLIN CITY COUNCIL

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

June 9, 2026
Closed Session 5:30 p.m.
General Session 6:00 p.m.

AMENDED AGENDA
*Closed Session Item CS1 Added

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

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

HOW TO PARTICIPATE

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, Public Financing Authority or Successor Agency 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, t o 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 $500 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 54956.9(d)(4), Conference with Legal Counsel, Anticipated Litigation - Initiation of Litigation: one (1) potential case

CS2. Pursuant to Government Code Section 54957.6: Conference with Labor Negotiators, Agency Designated Representatives: Mayor Bass, Unrepresented Employee: City Manager

CS3. Pursuant to Government Code Section 54957.6: Conference with Labor Negotiators, Agency Designated Representatives: Mayor Bass, Unrepresented Employee: City Attorney

REPORT OUT OF CLOSED SESSION

CALL GENERAL SESSION TO ORDER

PLEDGE OF ALLEGIANCE

AGENDA REVIEW

CITIZENS ADDRESSING THE CITY COUNCIL

This is an opportunity for public comment on matters not listed on the agenda. Public comment on items listed on the agenda will be taken when the agenda item is called.

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 May 26, 2026, Regular Meeting of the City Council
Recommendation: Approve the Minutes of the May 26, 2026, Regular Meeting of the City Council.

C2. Placement of a General Transactions and Use Tax Measure on the November 3, 2026 General Election Ballot (Second Reading of Ordinance)
Recommendation: Adopt an Ordinance of the City of Rocklin Amending Rocklin Municipal Code Title 3 – Revenue and Finance By Adding Chapter 3.25 "2026 Transactions and Use Tax" By Imposing a One-Half Percent (0.50%) General Transactions and Use (Sales) Tax Until Repealed By Voters, To Be Collected and Administered by the California Department of Tax and Fee Administration, Subject to Voter Approval.

C3. Placer County Treasurer's Investment Pool - Designation of Authorized Staff
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing Investment of Monies in the Placer County Treasurer's Investment Pool, and Designating Staff Authorized to Deposit and Withdraw Monies.

C4. Delegation of Investment Decision Authority and Adoption of Legislative Policy No. 1 - Investment Policy
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Delegating Authority to Make Investment Decisions to the City Treasurer and Adopting Legislative Policy No. 1 - Investment Policy.

C5. FY 2026/27 Community Facilities Districts Bond Debt Service Fund Budgets and Collection of Special Taxes on the 2026/27 Tax Roll

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Adopting Budgets for Community Facilities Districts Bond Debt Service Funds for Fiscal Year 2026/27.

B. Adopt a Resolution of the City Council of the City of Rocklin Requesting the Collection of Special Taxes on the 2026/27 Tax Roll.

C6. Fiscal Year 2026/27 Cooperative Purchase Agreements for Goods and Services

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Purchase Goods and Services through Cooperative Purchase Agreements for Fiscal Year 2026/27.

C7. LexisNexis Desk Officer Reporting System (DORS) Ratification

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Ratifying the Agreement and Order Numbers 1 and 2 for Services with LexisNexis Risk Solutions.

C8. 2026 Plants and Trees Services Bid Award

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the 2026 Plants and Trees Services Project to New Image Landscape Company and Authorizing the City Manager to Execute an Agreement with New Image Landscape Company.

C9. Solid Waste Collection Service Rate Increase

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin of Intent to Amend the Solid Waste Collection Service Rates Within the Incorporated Limits of the City of Rocklin and Setting a Time and Place for a Public Hearing Thereon.

C10. Fire Station 25 Emergency Remediation and Repair

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Ratifying the Determination that An Emergency Existed Requiring the Immediate Expenditure of Public Money to Safeguard Life, Health, Property or Essential Public Services, and Ratifying the Contract with Restoration Management Company for the Remediation and the Contract with Sauren Construction, Inc. for the Repair of Fire Station 25.

PUBLIC HEARINGS

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

PH1. Public Facilities Impact Fees Annual Inflation Adjustment

Recommendation: Conduct a Public Hearing and Consider the Following Action: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the Annual Inflation Adjustments to the Public Facilities Impact Fees.

PH2. Levy and Collection of Assessments for Lighting Maintenance District No. 1 for Fiscal Year 2026/27

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

A. Adopt a Resolution of the City Council of the City of Rocklin Ordering the Levy and Collection of Assessments for Lighting Maintenance District No. 1 and Confirming a Diagram and Assessment.
B. Adopt a Resolution of the City Council of the City of Rocklin Requesting the Collection of Taxes, Assessments and Liens on the 2026/27 Tax Roll (Lighting Maintenance District No. 1).

PH3. Levy and Collection of Assessments for Landscape and Lighting Maintenance District No. 2 for Fiscal Year 2026/27

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

A. Adopt a Resolution of the City Council of the City of Rocklin Ordering the Levy and Collection of Assessments for Landscape and Lighting Maintenance District No. 2 and Confirming a Diagram and Assessment.
B. Adopt a Resolution of the City Council of the City of Rocklin Requesting the Collection of Taxes, Assessments and Liens on the 2026/27 Tax Roll (Landscape and Lighting Maintenance District No. 2).

PH4. Inclusionary Housing In-Lieu Fee

Recommendation: Conduct a Public Hearing and Consider the Following Action: Adopt a Resolution of the City Council of the City of Rocklin Establishing an Inclusionary Housing In-Lieu Fee.

DISCUSSION ITEMS

Discussion Items include oral presentations including those recommending "receive and file".

D1. Fiscal Year 2025/26 Third Quarter Reports: Financial, Building, Capital Improvement Program, and Strategic Plan Update and Position Allocation Change

Recommendation:

A. Receive and File the Quarterly Finance Report, Quarterly Building Report and the Capital Improvement Program Progress Report for the Quarter Ended March 31, 2026.
B. Receive a Progress Update on the 2025 - 2027 Strategic Plan's Action Plan.
C. Adopt a Resolution of the City Council of the City of Rocklin Approving the Deletion of One Payroll Administrator Position From the Administrative Services Department and the Addition of One Payroll Technician I/II Position To the Administrative Services Department.

D2. November 3, 2026 General Municipal Election

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Calling and Declaring a General Municipal Election to fill Expiring Seats on the City Council to be Held on Tuesday, November 3, 2026, and Requesting the Placer County Board of Supervisors Consolidate the Election with the State-Wide General Election; and Requesting the County Elections Official Render Election Services for the General Municipal Election.

B. Adopt a Resolution of the City Council of the City of Rocklin Adopting Regulations for Candidates of Elective Office Pertaining to Candidate Statements Submitted to the Voters at an Election to be Held on Tuesday, November 3, 2026.

C. Adopt a Resolution of the City Council of the City of Rocklin Calling for the Placement of a General Tax Measure on the Ballot for the November 3, 2026 General Municipal Election for the Submission to the Qualified Voters of an Ordinance to Enact A General Transactions and Use Tax (Sales Tax) at the Rate of One-Half Percent (1/2%).

D. Adopt a Resolution of the City Council of the City of Rocklin Requesting the Board of Supervisors of the County of Placer to Consolidate a General Municipal Election to be held on November 3, 2026 with the Statewide General Election to be Held on that Date Pursuant to §10403 of the Elections Code; and Providing for the Filing of Direct and Rebuttal Arguments and Setting Rules for the Filing of Written Arguments Regarding a City Measure to be Submitted at the General Municipal Election.

D3. City Council Meeting Technology Service Disruption Policy

Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving the City Council Meeting Technology Service Disruption Policy.

FUTURE AGENDA ITEMS

ADJOURNMENT

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Minutes of the May 26, 2026, Regular Meeting of the City Council

Date: June 9, 2026

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the May 26, 2026, Regular Meeting of the City Council.

ATTACHMENTS:
1. Draft City Council Meeting Minutes of May 26, 2026

ROCKLIN CITY COUNCIL

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

May 26, 2026
General Session 6:00 p.m.

Notice of Teleconference Meeting Locations:
DoubleTree - 990 Hilton Heights Road
Charlottesville, VA 22901
AND
Marina Sol - 204 Paseo de Marina
Baja California Norte 23453

-DRAFT-

CALL TO ORDER

Mayor Bass called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Bass led the pledge of allegiance.

ROLL CALL

Present:	Councilmembers Ken Broadway, Jill Gayaldo, Bill Halldin
	Mayor David Bass
	Teleconference: Councilmembers Ken Broadway and Jill Gayaldo
Absent:	None

AGENDA REVIEW

There were no changes to the agenda.

CITIZENS ADDRESSING THE CITY COUNCIL

There were none.

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Vice Mayor Halldin reported attendance at the Western Placer Waste Management Authority meeting; shared his participation as a celebrity waiter for the Lighthouse Counseling and Family Resource Center fundraising event; shared that he attended the Memorial Day Ceremony at the Rocklin Cemetery hosted by the Veterans of Foreign Affairs (VFW) Post 904; thanked Congressman Kevin Kiley for helping to secure $3 million in funding for the I-80/Rocklin Road improvements project; shared that he attended the Rocklin High School Senior Awards Night where two City Council scholarships were presented to recipients and thanked the Springfield community for their scholar contributions benefiting local high school students; and shared that Mayor Bass will be presenting a additional scholarships to seniors at Whitney High School.

Council Member Gayaldo reported attendance at the Sacramento Area Council of Governments (SACOG) Board meeting; and attended groundbreaking ceremonies for the Pacific Street Apartments and the Sunset Whitney Recreation Area pickleball complex.

Mayor Bass shared that he along with Vice Mayor Halldin participated as a celebrity waiters for the Lighthouse Counseling and Family Resource Center fundraising event; attended the Rocklin Area Chamber of Commerce's recognition event for the Leadership Rocklin Class of 2026; attended the Memorial Day Ceremony hosted by VFW; and thanked City staff for their efforts in bringing Rocklin Community Farmers Market which will be a weekly event.

City Manager Zimmermann echoed Mayor Bass's comments regarding the success of the first Rocklin Community Farmers Market and expressed appreciation to the Parks and Recreation Department for its support in launching the program; noted the farmers market would be open weekly on Saturdays opening up at 8:00 am to 1:00 pm in the Quarry Park Adventures Lot; and shared that there would be a temporary relocation of the farmers market in the future once construction for the Rocklin Public Market commences. Ms. Zimmermann read into the record that that results of testing at Fire Station 25 identified the presence of mold which resulted in the relocation of fire personnel to Fire Station 24; shared that remediation and restoration efforts were underway; explained that a declaration of an emergency is required per Rocklin Municipal Code to expedite the procurement process and allow for City Council ratification of related agreements at a future meeting date; and provided assurance that while emergency response times remain in place, staff were working diligently to address the issues to restore operations at Fire Station 25.

CONSENT CALENDAR

C1. Minutes of the May 12, 2026, Regular Meeting of the City Council
Action: Approved the Minutes of the May 12, 2026, Regular Meeting of the City Council.

C2. Kennel Ordinance Amendments / Zoning Ordinance Amendment ZOA2025-0002 (Second Reading of Ordinance)
Action: Adopted Ordinance No. 1207 of the City Council of the City of Rocklin Amending Rocklin Municipal Code Section 17.64.070 - Kennels (Kennel Ordinance / ZOA2025-0002).

C3. Accounts Paid List - January to March 2026
Action: Received the Accounts Paid List for January 1, 2026 to March 31, 2026.

C4. Setting a Public Hearing on Delinquent Nuisance Abatement Charges (Weed Abatement)
Action: Adopted Resolution No. 2026-065 of the City Council of the City of Rocklin Setting a Public Hearing on Delinquent Nuisance Abatement Charges (Weed Abatement).

C5. Setting a Public Hearing on Delinquent Refuse Collection Charges
Action: Adopted Resolution No. 2026-066 of the City Council of the City of Rocklin Setting a Public Hearing on Delinquent Refuse Collection Charges.

C6. Position Reclassification
Action: Adopted Resolution No. 2026-067 of the City Council of the City of Rocklin Approving the Deletion of One Administrative Technician Allocation from the Community Development Department, and the Addition of One Administrative Analyst Allocation to the Community Development Department.

C7. The Bluffs Subdivision Road Reconstruction Phase II Bid Award
Action: Adopted Resolution No. 2026-068 of the City Council of the City of Rocklin Awarding the Contract for the Bluffs Subdivision Road Reconstruction Phase II to All Phase Construction & Engineering, Inc., and Authorizing the City Manager to Execute an Agreement with All Phase Construction & Engineering, Inc.

C8. Park Drive Dig Outs Bid Award
Action: Adopted Resolution No. 2026-069 of the City Council of the City of Rocklin Awarding the Contract for the Park Drive Dig Outs Project to JB Bostick Company and Authorizing the City Manager to Execute an Agreement with JB Bostick Company.

C9. Citywide Facilities Condition Assessment Project
Action: Adopted Resolution No. 2026-070 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Contract with Kitchell/CEM, Inc. for a Facilities Condition Assessment.

C10. Johnson-Springview and Twin Oaks ADA Counter Replacement
Action: Adopted Resolution No. 2026-071 of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Contract with PBM Construction, Inc. for the Johnson-Springview and Twin Oaks ADA Counter Replacement.

Motion to approve Consent Calendar Item Nos. C1 through C10 in, by Council Member Janda, seconded by Vice Mayor Halldin and inclusive of the Blue Memo making corrections to the Minutes of the May 12, 2026, Regular Meeting of the City Council Passed by the following roll call vote:

Ayes:	Councilmembers Halldin, Janda; Mayor Bass Teleconference: Councilmembers Broadway and Gayaldo
Noes:	None
Absent:	None
Abstain:	None

PRESENTATIONS

P1. Recognition of Granite Oaks Middle School Girls Flag Football Team for Two Undefeated Seasons
Mayor Bass read the proclamation and presented it to the Granite Oaks Middle School Girls Flag Football team.

Coach James Weaver recognized his team members for their accomplishments thanked the City Council for the recognition.

DISCUSSION ITEMS

D1. Placement of a General Transactions and Use Tax Measure on the November 3, 2026 General Election Ballot
Action: Introduced, Waived the Full Reading and Read by Title Only, an Ordinance of the City of Rocklin Amending Rocklin Municipal Code Title 3 – Revenue and Finance By Adding Chapter 3.25 “2026 Transactions and Use Tax” By Imposing a One-Half Percent (0.50%) General Transactions and Use (Sales) Tax Until Repealed By Voters, To Be Collected and Administered by the California Department of Tax and Fee Administration, Subject to Voter Approval.

Assistant City Manager Andrew Keys presented the item to the City Council.

Members of the City Council asked questions, which were responded to by Assistant City Manager Keys and City Manager Zimmermann.

PUBLIC COMMENT

Mr. Benjamin Bjorkman addressed the City Council on potential expansion of the eastern boundaries of Rocklin, provided comments on online advertising, and expressed support for placing the measure before voters for consideration.

City Manager Zimmermann clarified that City shared boundaries with surrounding incorporated cities; its sphere of influence was small; noted that potential development area was in Clover Valley which recently had a conservation easement placed over it; and indicated that the eastern boundaries of Rocklin bordered with Roseville, Loomis and unincorporated areas of Placer County.

City Council comments continued.

Motion to approve Discussion Item No. D1 by Vice Mayor Halldin, seconded by Council Member Janda. Motion passed by the following roll call vote:

Ayes:	Councilmembers Halldin, Janda; Mayor Bass Teleconference: Councilmembers Broadway and Gayaldo
Noes:	None
Absent:	None
Abstain:	None

FUTURE AGENDA ITEMS

Council Member Gayaldo requested a future report on the impact of recent cost increases on the City's fuel budget. Ms. Zimmermann noted an update could be provided during a future City Manager Report.

ADJOURNMENT

Mayor Bass adjourned the meeting at 7:21 p.m.

_____
David Bass, Mayor

This is to certify that the foregoing is a true and correct copy of the minutes of May 26, 2026 as approved by the Rocklin City Council.

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Placement of a General Transactions and Use Tax Measure on the November 3, 2026 General Election Ballot (Second Reading of Ordinance)

Date: June 9, 2026

Submitted By: Andrew Keys, Assistant City Manager
Aly Zimmermann, City Manager

Department: City Manager's Office

Recommendation:
Adopt an Ordinance of the City of Rocklin Amending Rocklin Municipal Code Title 3 – Revenue and Finance By Adding Chapter 3.25 "2026 Transactions and Use Tax" By Imposing a One-Half Percent (0.50%) General Transactions and Use (Sales) Tax Until Repealed By Voters, To Be Collected and Administered by the California Department of Tax and Fee Administration, Subject to Voter Approval.

Background:
On May 26, 2026, the City Council of the City of Rocklin voted unanimously (5-0) to introduce and waive the full reading, reading by title only, an Ordinance of the City of Rocklin Amending Rocklin Municipal Code Title 3 – Revenue and Finance By Adding Chapter 3.25 "2026 Transactions and Use Tax" By Imposing a One-Half Percent (0.50%) General Transactions and Use (Sales) Tax Until Repealed By Voters, To Be Collected and Administered by the California Department of Tax and Fee Administration, Subject to Voter Approval. The background materials for this item are contained in the May 26, 2026 City Council meeting staff report which is included below.

May 26, 2026 Staff Report to City Council

The City of Rocklin is known for its high quality of life with excellent parks and public services, a low crime rate and fast 911 medical response times, and a longstanding history of prudent financial management, long-range planning, and accountability. The City is not currently in a dire financial position. However, current financial forecasts show structural deficits beginning in the next budget cycle and growing in future years if no corrective action is taken.

In response, the City has taken a proactive approach to evaluating long-term fiscal sustainability before future service reductions become necessary. Over the past several months, the City has conducted substantial public outreach to better understand community priorities, service expectations, and perspectives regarding the City's long-term fiscal outlook,

including possible future funding options. These efforts included a resident survey mailed in September 2025 to all residential households in Rocklin which generated 2,886 responses and 900 independent comments, including 127 public questions that each received a response from City leadership. The City also prepared a community presentation, met with 18 community groups and more than 30 individual community leaders, and in March 2026 conducted four town halls.

The City's outreach and research also showed a strong foundation of public confidence in the community and in City leadership. Specifically, 64% of residents indicated Rocklin is on the right track while only 14% indicated Rocklin is on the wrong track. At the same time 95% of residents think Rocklin is a great place to live. These results are consistent with the broader outreach findings showing that residents generally support the City of Rocklin and find that City services are a key part of Rocklin's high quality of life.

These efforts were undertaken in part to help inform the City Council's consideration of whether to move forward with a 2026 ballot measure. The outreach demonstrated that residents value Rocklin's quality of life and identified public safety, parks and open space, recreation opportunities, infrastructure maintenance, and fiscal accountability and transparency as important community priorities. With this background in mind, at this time the City Council is considering placing a one-half cent tax on the November 2026 General Election ballot.

DISCUSSION

1. The proposed measure is a proactive response to emerging fiscal pressures

The proposed measure is not being brought forward in response to an immediate fiscal crisis. Rather, it reflects a proactive effort to address forecasted structural deficits before they materially affect service levels, infrastructure maintenance, or the quality of life residents expect. By acting now, the City Council can allow Rocklin voters to decide whether to provide an additional locally controlled revenue source to help maintain and preserve services and maintain fiscal stability over the long term.

2. The measure is community-informed and supported by extensive outreach

Staff's recommendation is informed by the extensive outreach completed to date. The outreach process described in this and prior reports was designed to gather meaningful public input before any final City Council direction, and it demonstrated consistent community interest in protecting Rocklin's quality of life and planning ahead for future fiscal challenges. Residents love Rocklin, love living here, value the city services they receive and have a strong desire to maintain those services.

Community outreach specifically indicates residents value public safety and financial stability, maintaining core public services, rapid 911 emergency/medical response, police/fire protection, keeping public areas and parks healthy/safe/clean, preserving open space, and preventing wildfires. The proposed measure reflects those community priorities and the City's continued commitment to provide high quality services while focusing on financial transparency and accountability to residents.

3. The Measure is structured as a general transactions and use tax

The proposed ordinance would place before Rocklin voters a general transactions and use tax at the rate of 0.50%. The ordinance is drafted to conform to the California Transactions and Use Tax Law and to be administered by the California Department of Tax and Fee Administration. The earliest intended operative date is April 1, 2027.

As proposed the measure would continue until ended by voters. Because the measure is structured as a general tax, revenues would be deposited into the City's General Fund and could be used for any lawful municipal purpose. As a general tax, the measure does not include a detailed spending plan, however, the substantial outreach conducted to date has given the City substantial insight into the service priorities of Rocklin residents. Those priorities are public safety and financial stability, maintaining core public services, rapid 911 emergency/medical response, police/fire protection, keeping public areas and parks healthy/safe/clean, preserving open space, and preventing wildfires.

4. Strict accountability provisions are included in the Ordinance

The City of Rocklin maintains a AAA bond rating and consistently achieves recognition from state and national organizations for preparation of financial plans and annual audits of City revenues and expenditures. Should voters approve this measure, the same annual budget process and independent audit of revenues received from this measure will occur.

5. Election requirements

If the City Council approves the proposed ordinance and related election resolutions, the 2026 Transactions and Use Tax Ordinance Measure will be placed before Rocklin voters at the 2026 General Municipal Election in accordance with applicable election requirements.

As a general transactions and use tax measure, placement of the measure on the ballot requires approval by at least two-thirds of the City Council, and the measure would become effective only if approved by a majority of Rocklin voters voting on the measure.

PUBLIC NOTICE / OUTREACH

The City has already completed substantial outreach regarding community priorities, City services, and the City's long-term fiscal outlook. That work included a citywide resident survey, responses to public questions, community presentations, meetings with community groups and individual leaders, and four town halls. If the City Council places the measure on the ballot, the City will continue to provide factual, fair, and impartial public information regarding the measure, the City's fiscal outlook and core City services.

Fiscal Impact:

Approval of the recommended action will result in election-related and administrative costs associated with ballot preparation, legal review, election services, and related public information activities. Those costs will be paid from existing appropriations and/or budgeted election and professional services funds.

If approved by the voters, the measure would provide an additional ongoing locally controlled general revenue source to support City services and long-term fiscal stability.

Based on current taxable sales projections, the measure is estimated to generate approximately eight million dollars ($8,000,000) annually to maintain core City services and Rocklin's high quality of life.

ATTACHMENTS:
1. Ordinance

ORDINANCE NO. XXXX

ORDINANCE OF THE CITY OF ROCKLIN AMENDING ROCKLIN MUNICIPAL CODE TITLE 3 – REVENUE AND FINANCE BY ADDING CHAPTER 3.25 "2026 TRANSACTIONS AND USE TAX" BY IMPOSING A ONE-HALF PERCENT (0.50%) GENERAL TRANSACTIONS AND USE (SALES) TAX UNTIL REPEALED BY VOTERS, TO BE COLLECTED AND ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, SUBJECT TO VOTER APPROVAL

WHEREAS, pursuant to California Revenue and Taxation Code section 7285.9 the City of Rocklin ("City") is authorized to levy a Transactions and Use (Sales) Tax for general purposes, subject to majority voter approval; and

WHEREAS, the People of the City desire to add Chapter 3.25 to Title 3 of the Rocklin Municipal Code establishing a general Transactions and Use (Sales) Tax ("TUT") until ended by voters, on the sale and/or use of all tangible personal property sold at retail in the City, at a rate of one-half percent (0.50%); and

NOW THEREFORE, the People of the City of Rocklin do ordain as follows:

Section 1. Findings. The People of the City of Rocklin find and determine that:

A. The City provides essential municipal services that contribute to the high quality of life enjoyed by residents including:
    a. Public safety;
    b. Financial stability;
    c. Rapid 911 emergency and medical response;
    d. Police and fire protection;
    e. Keeping public areas and parks healthy, safe and clean;
    f. Preserving open space;
    g. Preventing wildfires; and
    h. Other core municipal services.
B. The City has a track record of sound financial management including maintaining a AAA Bond rating through Fitch Rating, Inc. and receipt of national and state awards for budget and audit preparation.
C. Current financial projections show expenditures outpacing revenues requiring the City to think strategically about service provision in the future.
D. Consistent resident input from extensive community outreach shows that Rocklin residents love living in Rocklin, enjoy a high quality of life supported by the essential municipal services listed in section A. above, and would like to see the City maintain those essential services.
E. The tax revenue generated by this measure provides local funding for local needs and cannot be taken by any other agency including the State or federal government.

F. The tax revenue generated by this measure will enable the City to maintain core municipal services, including public safety and parks services. Nothing in this measure allows tax revenue to be directed into a special fund or for a special purpose.
G. The tax revenue generated by this measure can be spent for unrestricted general revenue purposes.
H. November 3, 2026 is the date of the statewide general election, and is the next election date eligible for inclusion of this general tax measure.

Section 2. Authority. Pursuant to California Government Code section 53724 and Revenue and Taxation Code section 7285.9, this Ordinance was duly approved for placement on the ballot by a minimum two-thirds (2/3) supermajority of all members of the City Council on _____, 2026.

Section 3. Amendment to Code. Rocklin Municipal Code Title 3 – Revenue and Finance is hereby amended by adding Chapter 3.25 “2026 Transactions and Use Tax” and shall read as follows:

CHAPTER 3.25
2026 TRANSACTIONS AND USE TAX

§ 3.25.010. Rocklin Transactions and Use Tax Ordinance.
This Chapter shall be known as the Rocklin 2026 Transactions and Use Tax Ordinance. The City of Rocklin hereinafter shall be called "City." This Chapter shall be applicable in the incorporated territory of the City.

§ 3.25.020. Operative date.
Operative Date means the first day of the first calendar quarter commencing more than one hundred ten days after the date of the election for the ordinance codified in this Chapter.

§ 3.25.030. Purpose.
The ordinance codified in this Chapter is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

(a) To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.
(b) To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

(c) To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefor that can be administered and collected by the California Department of Tax and Fee Administration (hereinafter called "CDTFA") in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the CDTFA in administering and collecting the California State sales and use taxes.

(d) To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Chapter.

§ 3.25.040. Contract with state.

Prior to the Operative Date, the City shall contract with the CDTFA to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the CDTFA prior to the Operative Date, it shall nevertheless so contract and in such a case the Operative Date shall be the first day of the first calendar quarter following the execution of such a contract.

§ 3.25.050. Transactions tax rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one half of one percent (0.50%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the Operative Date of the ordinance codified in this Chapter.

§ 3.25.060. Place of sale.

For the purposes of this Chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his or her agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the state or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the CDTFA.

§ 3.25.070. Use tax rate.

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the Operative Date of the ordinance codified in this Chapter for storage, use or other consumption in said territory at the rate of one half of one percent (0.50%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

§ 3.25.080. Adoption of provisions of state law.

Except as otherwise provided in this Chapter and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Chapter as though fully set forth herein.

§ 3.25.090. Limitations on adoption of state law and collection of use taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

(a) Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:
   (1) The word "State" is used as a part of the title of the State Controller, State Treasurer, California Victim Compensation Board, CDTFA, State Treasury, or the Constitution of the State of California.
   (2) The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the CDTFA, in performing the functions incident to the administration or operation of this Chapter.
   (3) In those sections, including, but not necessarily limited to, sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
      (A) Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the state under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code; or
      (B) Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that Code.

(b) In reference to Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code, the word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.
   (1) "A retailer engaged in business in the district" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the state by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars ($500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

§ 3.25.100. Additional Permit not required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Chapter.

§ 3.25.110. Exemptions and exclusions.

(a) There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

(b) There are exempted from the computation of the amount of transactions tax the gross receipts from:

(1) Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this state, the United States, or any foreign government.

(2) Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his or her agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this subsection (b)(2), delivery to a point outside the City shall be satisfied:

(A) With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

(B) With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

(3) The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the Operative Date of the ordinance codified in this Chapter.

(4) A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the Operative Date of the ordinance codified in this Chapter.

(5) For the purposes of subsections (b)(3) and (b)(4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(c) There are exempted from the use tax imposed by this Chapter, the storage, use or other consumption in this City of tangible personal property:

(1) The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

(2) Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this state, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

(3) If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the Operative Date of the ordinance codified in this Chapter.

(4) If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the Operative Date of the ordinance codified in this Chapter.

(5) For the purposes of subsections (c)(3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(6) Except as provided in subsection (c)(7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

(7) "A retailer engaged in business in the city" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

(d) Any person subject to use tax under this Chapter may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division

2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

§ 3.25.120. Amendments to State Law.
All amendments subsequent to the Effective Date of the ordinance codified in this Chapter to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance codified in this Chapter; provided, however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance codified in this Chapter.

§ 3.25.130. Enjoining collection forbidden.
No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the state or the City, or against any officer of the state or the City, to prevent or enjoin the collection under this Chapter, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

§ 3.25.140. Severability.
If any provision of this Chapter or the application thereof to any person or circumstances is held invalid, the remainder of the Chapter and the application of such provisions to other persons or circumstances shall not be affected thereby and no such invalidity shall affect other provisions of applications of this Chapter, which can and shall be given effect without the invalid provision or application, and to this end, the provisions of the ordinance codified in this Chapter are severable.

§ 3.25.150. Annual review.
As part of the City's budget process, City staff shall review the tax revenues collected pursuant to the transactions and use tax imposed by this Chapter.

The revenue from the tax imposed by this Chapter, as well as the expenditure thereof, shall be subject to the annual audit performed by the City’s independent auditor of the city’s books, records, accounts, and fiscal procedures and which is reported in the City’s Annual Comprehensive Financial Report. The audit results may be combined with the audit of other city funds.

§ 3.25.160. Duration of Tax.
The authority to levy the tax imposed by this chapter shall continue unless and until this chapter is repealed.

Section 4. Codification. Subject to the voter approval, the City Clerk, in consultation with the City Attorney, is hereby authorized and directed to codify this ordinance in the Rocklin Municipal Code.

Section 5. Effective Date and Submission to Voters. Pursuant to California Elections Code section 9217, this ordinance shall take effect ten (10) days after the City Council has determined by resolution the approval of this ordinance by a majority of the voters of the City as required by Section 2(b) of Article XIIC of the California Constitution and applicable law.

Section 6. Certification. The City Clerk shall certify the final approval of this ordinance, publish the same as required by law, and forward a certified copy of the adopted ordinance to the California Department of Tax and Fee Administration.

Section 7. Publication. Within fifteen (15) 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 (15) 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 full text of the ordinance, along with the names of those City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on May 26, 2026, by the following vote:

AYES:	Councilmembers: Bass, Broadway, Gayaldo, Halldin
NOES:	None
ABSENT:	None
ABSTAIN:	None

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on June 9, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

First Reading:	05.26.2026
Second Reading:	06.09.2026
Effective Date:	Ten (10) days after the approval of this ordinance by a majority of the voters of the City.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Placer County Treasurer's Investment Pool - Designation of Authorized Staff

Date: June 9, 2026

Submitted By: Megan Bressem, Management Analyst
Daniel Choe, Administrative Services Deputy Director

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing Investment of Monies in the Placer County Treasurer's Investment Pool, and Designating Staff Authorized to Deposit and Withdraw Monies.

Background:
On February 26, 2013, the City Council adopted Resolution No. 2013-38, approving the investment of monies in the Placer County Treasurer's Investment Pool (PCTIP), and designating certain staff members to make deposits and withdrawals. Investing in the PCTIP is consistent with the City's Investment Policy. As of March 31, 2026, the City has approximately $9.6 million deposited in the PCTIP.

The PCTIP requires that the City staff authorized to move funds into or out of the PCTIP be identified and annually approved by City Council resolution. Therefore, staff recommends reaffirming the authorization to invest monies in the PCTIP and designating the City Manager, the City Treasurer, and the City Treasurer's designees to have the authority to make deposits and withdraws from the PCTIP.

Fiscal Impact:
There is no direct fiscal impact from the staff recommendation. As of March 31, 2026, the net reported rate of return was 3.812%, with the total assets under management of $9,648,956.

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING INVESTMENT OF MONIES IN THE PLACER COUNTY TREASURER'S INVESTMENT POOL, AND DESIGNATING STAFF AUTHORIZED TO DEPOSIT AND WITHDRAW MONIES

WHEREAS, on September 8, 1992, the Placer County Board of Supervisors adopted Resolution No. 92-264 approving the procedures of Government Code Section 53684, authorizing deposit of local agency funds into the Placer County Treasurer's Investment Pool; and

WHEREAS, pursuant to Government Code Section 27136, the Placer County Treasurer may take such time as necessary to honor a request for withdrawal so as to ensure that such withdrawal does not adversely affect the interest of other depositors; and

WHEREAS, the Placer County Treasurer requires a minimum of 24 hours written notice of funds to be withdrawn or deposited; and

WHEREAS, individual investment securities are kept in a third-party safekeeping account to provide the public with the highest degree of protection; and

WHEREAS, due to the annual requirement to designate authorized staff, it is necessary to reaffirm the list of City staff authorized to deposit and withdrawal monies in the Placer County Treasurer's Investment Pool.

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

Section 1. The City Council of the City of Rocklin authorizes the deposit and withdrawal of City of Rocklin monies into the Placer County Treasurer's Investment Pool for the purpose of investment in accordance with the Placer County Treasurer's policies and procedures, as well as, applicable state statues.

Section 2. The City Council does hereby authorize the City Manager, the City Treasurer and the City Treasurer's designees to deposit and withdraw of monies to the Placer County Treasurer's Investment Pool.

PASSED AND ADOPTED this 9th day of June, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Delegation of Investment Decision Authority and Adoption of Legislative Policy No. 1 - Investment Policy

Date: June 9, 2026

Submitted By: Megan Bressem, Management Analyst
Daniel Choe, Administrative Services Deputy Director/City Treasurer

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Delegating Authority to Make Investment Decisions to the City Treasurer and Adopting Legislative Policy No. 1 - Investment Policy.

Background:
City of Rocklin Legislative Policy No. 1 (Investment Policy) establishes standards and guidelines for the direction, management, and oversight for the majority of the City's investable cash and funds and identifies the investment objectives, tolerance for risk, constraints on the investment portfolio, and the manner in which the investments will be managed and monitored. Investment Policy Section XIII requires annual review of the City's Investment Policy to ensure its consistency with the overall objectives of preservation of principal, liquidity and return. The policy is also reviewed for relevance to current law, financial and economic trends, and the needs of the City. Adoption of the Investment Policy is required by the City Council each year by resolution.

On June 24, 2025, the City Council adopted Resolution No. 2025-125, approving the Investment Policy for Fiscal Year (FY) 2025/26 and delegating authority to make all investment decisions to the City Treasurer for FY 2025/26 consistent with California Government Code 53607 and the Investment Policy.

City staff and the Investment Team at Chandler Asset Management, Inc., who provides investment management and advisory services to the City, reviewed the Investment Policy to identify opportunities for the improvement of and to better align the policy with the City's investment objectives, California Government Code, and industry best practices.

Proposed revisions to the policy this year include:

1. Extend the term limit on Commercial Paper investments from 270 to 397 days to align with the update to California Government Code.
2. Extend the zero-interest accrual investment provision to January 1, 2031 to align with the update to California Government Code.
3. Reaffirm the collateralization of Repurchase Agreements to acceptable third-party custodians in the Collateralization section of the Policy.

On April 9, 2026, the City's Investment Advisory Committee reviewed the proposed changes and voted 3-0 to recommend the updated City Investment Policy to the City Council for adoption.

Staff recommends the City Council adopt a resolution delegating authority to make investment decisions to the City Treasurer for the fiscal year commencing July 1, 2026 and ending June 30, 2027, and approving Legislative Policy No. 1 - Investment Policy, which is included as Exhibit A to the resolution (Attachment 2). A redline copy of the policy is included as Attachment 3 for reference.

Fiscal Impact:
There is no direct fiscal impact to the General Fund from the staff recommendation.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Investment Policy
3. Investment Policy - Redline

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN DELEGATING AUTHORITY TO MAKE INVESTMENT DECISIONS TO THE CITY TREASURER AND ADOPTING LEGISLATIVE POLICY NO. 1 – INVESTMENT POLICY

WHEREAS, the City of Rocklin's Investment Policy and California Government Code Section 53607 authorize the City Council to delegate authority to the City Treasurer to make all investment decisions for a one-year period; and

WHEREAS, pursuant to the Investment Policy, the City's Investment Policy shall be reviewed annually to ensure its consistency with the overall objectives of preservation of principal, liquidity, and return, and its relevance to current laws and regulations.

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

Section 1. Pursuant to Section 53607 of the California Government Code, the City Council hereby delegates authority to make all investment decisions for the City's investment portfolio to the City Treasurer. Such delegation shall be for the period commencing July 1, 2026 and ending June 30, 2027. This authority shall supersede Resolution No. 2025-125.

Section 2. Pursuant to the Rocklin Legislative Policy No. 1 – Investment Policy, City of Rocklin Statement of Investment Policy attached hereto as Exhibit A, is hereby confirmed through the 2026/27 fiscal year.

PASSED AND ADOPTED this 9th day of June, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

CITY OF ROCKLIN
STATEMENT OF INVESTMENT POLICY

INTRODUCTION

This statement is intended to outline the policies for the prudent investment of the City's Funds and to provide guidelines for suitable investments.

The ultimate goal is to enhance the economic status of the City while safeguarding its assets.

The City's Cash Management System is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City's investment portfolio shall be structured with the objective of attaining a market rate of return throughout budgetary and economic cycles, provided that all investments meet the criteria established for safety and liquidity.

The City's investment policies and practices are based upon Federal, State, and Local laws and prudent money management. The primary goals of these policies are:

1. To assure compliance with all Federal, State and Local laws governing the investment of monies.

2. To protect the principal monies.

3. To ensure the investment portfolio remains sufficiently liquid to enable the City of Rocklin to meet all operating requirements which might be reasonably anticipated.

4. To attain a market rate of return on investment within the parameters of this Statement of Investment Policy and the Investment Portfolio Guidelines.

I. SCOPE

It is intended that this policy cover all funds and investment activities under the direct authority of the City in accordance with California Government Code Section 53600 et seq., the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA)

and local laws. Funds included are General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Permanent Funds and Trust Funds.

This policy will not cover bond proceeds obtained from bond issues which are not direct obligations of the City, and which are not under the direct authority of the City. The bond proceeds will be invested in accordance with the Bond Indenture Agreement and applicable State and Federal regulations.

II. **OBJECTIVES**

1. Safety of Principal

Safety of principal is the foremost objective of the City of Rocklin. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the Agency will diversify its investments by investing funds among a variety of securities with independent returns. The City shall seek to preserve principal by mitigating the two types of risk: credit risk and market risk.

2. Liquidity

Liquidity is the second most important objective of the City of Rocklin. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. It is important that an investment contain the feature of being easily sold at any time with a minimal risk of loss of some portion of principal or interest. The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

3. Return on Investment

The City's Fund shall seek to attain a market-average rate of return throughout economic cycles. The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

III. PRUDENCE

Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the *Prudent Investor Standard*:

> "…all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

City employees and other authorized persons responsible for managing City funds, acting in accordance with written procedures and the Investment Policy and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that deviations from expectations are reported in a timely manner and that appropriate action is taken to control adverse developments.

IV. DELEGATION OF AUTHORITY

Authority to manage the City's investment program is derived from California Government Code, Sections 41006 and 53600 *et seq.*

The City Council is responsible for the management of the City's funds, including the administration of this investment policy. Management responsibility for the cash management of the City's funds may be delegated to the City Treasurer.

The City Treasurer will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate officials and employees. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment

transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.

The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City.

V. ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. City employees and the City's Investment Advisory Committee involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the Investment Policy of which could impair their ability to make impartial investment recommendations and/or decisions. The City's Investment Advisory Committee and City employees involved in the investment process shall disclose any material financial interests in financial institutions with which the City may conduct business, and they shall further disclose any reportable personal financial/investment positions that could be related to the performance of the City's portfolio. The Investment Advisory Committee and City employees involved in the investment process shall subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales.

All participants in the investment process are required to comply with terms of the Political Reform Act, Fair Political Practices Commission Regulations promulgated thereunder (2 C.C.R. §§ 18110 through 18998), the City's Conflict of Interest Policy, including, without limitation, filing of Form 700, notification and recusal obligations, and Government Code section 1090 prohibitions.

VI. INVESTMENTS

1. AUTHORIZED INVESTMENTS

The City is governed by the California Government Code, Sections 53600 et seq. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits and minimum credit requirements listed in this section apply at the time the security is purchased. An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

Within the context of these limitations, the following investments are authorized, as further limited herein:

A. United States Treasury Bills, Notes, Bonds, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for payment of principal and interest. There is no limitation as to the percentage of the Fund that can be invested in this category as they are both safe and liquid.
   - The maximum maturity is five (5) years.

B. Municipal Securities including obligations of the City of Rocklin, the State of California and any local agency within the State of California, provided that:
   - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
   - No more than 5% of the portfolio may be invested in any single issuer.
   - No more than 30% of the portfolio may be in Municipal Securities.
   - The maximum maturity does not exceed five (5) years.

C. Municipal Securities (Registered Treasury Notes or Bonds) of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
   - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
   - No more than 5% of the portfolio may be invested in any single issuer.
   - No more than 30% of the portfolio may be in Municipal Securities.
   - The maximum maturity does not exceed five (5) years.

D. Federal Agencies or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in Federal Agency or Government-Sponsored Enterprises (GSEs), provided that:
   - No more than 30% of the portfolio may be invested in any single Agency/GSE issuer.
   - The maximum maturity does not exceed five (5) years.
   - The maximum percent of agency callable securities in the portfolio will be 20%.

E. Banker's Acceptances, provided that:
   - They are issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
   - No more than 40% of the portfolio may be invested in Banker's Acceptances.
   - No more than 5% of the portfolio may be invested in any single issuer.
   - The maximum maturity does not exceed 180 days.

F. Commercial paper, provided that the securities are issued by an entity that meets all of the following conditions in either paragraph (1) or (2) and other requirements specified below:

   (1) Securities issued by corporations:
      (i) A corporation organized and operating in the United States with assets more than $500 million.
      (ii) The securities are rated "A-1" or its equivalent or better by at least one NRSRO.

(iii) If the issuer has other debt obligations, they must be rated in a rating category of "A" or its equivalent or better by at least one NRSRO.

(2) Securities issued by other entities:
   (i) The issuer is organized within the United States as a special purpose corporation, trust, or limited liability company.
   (ii) The securities must have program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.
   (iii) The securities are rated "A-1" or its equivalent or better by at least one NRSRO.

- No more than 10% of the outstanding commercial paper of any single issuer.
- No more than 25% of the Agency's investment assets under management may be invested in Commercial Paper
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed 397 days.

G. Negotiable Certificates of Deposit (NCDs), issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:
   - The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
   - Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
   - No more than 30% of the total portfolio may be invested in NCDs (combined with CDARS).
   - No more than 5% of the portfolio may be invested in any single issuer.
   - The maximum maturity does not exceed five (5) years.

H. Repurchase Agreements collateralized with securities authorized under California Government Code, maintained at a level of at least 102% of the market value of the Repurchase Agreement. There are no limits on the dollar amount or percentage that the City may invest, provided that:
   - Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third-party custodian.
   - Repurchase Agreements are subject to a Master Repurchase Agreement between the City and the provider of the repurchase agreement. The

Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
- The maximum maturity does not exceed one (1) year.

I. Supranationals, provided that:
- Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 30% of the total portfolio may be invested in these securities.
- No more than 10% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

J. State of California Local Agency Investment Fund (LAIF), provided that:
- The City may invest up to the maximum amount permitted by LAIF.
- LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude the investment in LAIF itself from the City's list of allowable investments, provided LAIF's reports allow the City Treasurer to adequately judge the risk inherent in LAIF's portfolio.

K. Local Government Investment Pools. The California Government Code Section 53601 (p) permits public agencies to invest in "shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (r), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:
(1) The adviser is registered or exempt from registration with the United States Securities and Exchange Commission;
(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive; and
(3) The adviser has assets under management in excess of five hundred million dollars ($500,000,000)."
- No more than 20% of the total portfolio may be invested in LGIPs

L. Corporate Medium-term notes (MTNs), provided that:
- The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- The securities are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in MTNs.
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

M. Federally Insured Time Deposits (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:
- The amount per institution is limited to the maximum covered under federal insurance.
- No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
- The maximum maturity does not exceed five (5) years.

N. Mutual Funds and Money Market Mutual Funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:

(1) MUTUAL FUNDS that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:

(i) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or

(ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of $500 million.

- No more than 10% of the total portfolio may be invested in shares of any one mutual fund.

(2) MONEY MARKET MUTUAL FUNDS registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:

(i) Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or

(ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of $500 million.

- No more than 20% of the total portfolio may be invested in the shares of any one Money Market Mutual Fund.

(3) No more than 20% of the total portfolio may be invested in these securities.

O. Collateralized Bank Deposits. The City's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits.

P. Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities and Collateralized Mortgage Obligations from issuers not defined in sections A. or D. of the Authorized Investments Section of this Policy, provided that:
- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 20% of the total portfolio may be invested in these securities.
- No more than 5% of the portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer.
- The maximum legal final maturity does not exceed five (5) years.

Q. Placer County Treasurer's Investment Pool. The City may invest in the Placer County Treasurer's Investment Pool established by the Placer County Treasurer for the benefit of local agencies. No more than 25% of the market value of the Fund may be invested in the Placer County Treasurer's Investment Pool.

2. PROHIBITED INVESTMENT VEHICLES AND PRACTICES

A. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.

B. In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.

C. Investment in any security that could result in a zero interest accrual if held to maturity is prohibited. Under a provision sunsetting on January 1, 2031,

securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.

D. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.

E. Purchasing or selling securities on margin is prohibited.

F. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.

G. The purchase of foreign currency denominated securities is prohibited.

H. The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

Agencies that are not Qualified Institutional Buyers (QIB) as defined by the Securities and Exchange Commission are prohibited from purchasing Private Placement Securities. The SEC defines a QIB as having at least $100,000,000 in securities owned and invested.

VII. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

To the extent practicable, the City Treasurer shall endeavor to complete investment transactions using a competitive bid process whenever possible. The City Treasurer will determine which financial institutions are authorized to provide investment services to the City. It shall be the City's policy to purchase securities only from authorized institutions and firms.

The City Treasurer shall maintain procedures for establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes that are selected through a process of due diligence as determined by the City. Due inquiry shall determine whether such authorized broker/dealers, and the individuals covering the City are reputable and trustworthy, knowledgeable and experienced in Public Agency investing and able to meet all of their financial obligations. These institutions may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

In accordance with Section 53601.5, institutions eligible to transact investment business with the City include:

- Institutions licensed by the state and proof of FINRA certification as a broker-dealer, as defined in Section 25004 of the Corporations Code.
- Institutions that are members of a federally regulated securities exchange.
- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers.
- Nationally or state-chartered banks.
- The Federal Reserve Bank.
- Direct issuers of securities eligible for purchase.

Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the Agency may rely on the adviser for selection.

All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the City Treasurer with audited financials and a statement certifying that the institution has reviewed the California Government Code, Section 53600 *et seq*. and the City's investment policy. The City Treasurer will conduct an annual review of the financial condition and registrations of such qualified bidders.

Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

VIII. COLLATERALIZATION

Certificates of Deposit (CDs). The City shall require any commercial bank or savings and loan association to deposit eligible securities with an agency of a depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.

Collateralization of Bank Deposits. This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

Repurchase Agreements. The City requires that Repurchase Agreements be collateralized only by securities authorized in accordance with California Government Code:

- The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities.
- Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third-party custodian.
- Financial institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
- The City shall receive monthly statements of collateral.

IX. DELIVERY, SAFEKEEPING AND CUSTODY OF SECURITIES

Delivery-versus-Payment (DVP). All investment transactions shall be conducted on a delivery-versus-payment basis.

Safekeeping and Custody. To protect against potential losses due to failure of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all cash and securities in the City's portfolio shall be held in safekeeping in the City's name by a third-party custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City from the custodian listing all securities held in safekeeping with current market data and other information.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) mutual funds and money market mutual funds, since these securities are not deliverable.

X. RISK MANAGEMENT AND DIVERSIFICATION

Mitigating Credit Risk in the Portfolio

Credit risk is the risk that a security or a portfolio will lose some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

1. The diversification requirements included in the "Authorized Investments" section of this policy are designed to mitigate credit risk in the portfolio.
2. No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.

3. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or the City's risk preferences.

4. If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:
   - Any actions taken related to the downgrade by the investment manager will be communicated to the City Treasurer in a timely manner.
   - If a decision is made to retain the security, the credit situation will be monitored and reported to the City Council.

Mitigating Market Risk in the Portfolio

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.

The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City's investment objectives, constraints and risk tolerances.

XI. REPORTING

Monthly Reporting

The City Treasurer shall provide to the City Council a monthly investment report detailing transactions in the City's portfolio as required per California Government Code section 53607.

Quarterly Reporting

The City Treasurer shall render a quarterly report to the City Council, within 45 days after the end of the quarter, showing the type of investment, institution, date of maturity, amount of deposit, current market value for all securities with a maturity of more than twelve months, rate of interest, type and amount of funds under the management of contract investment managers, the City's compliance with the statement of investment policy, the ability of the City of meet cash flow needs for the next six months, and such data as may be required by the City Council as required per California Government Code section 53646.

Annual Reports

An annual report will be presented to the City Council. This report will include comparisons of the City's return to the market benchmark return, suggest policies and improvements that might enhance the investment program, and may include an investment plan for the coming year.

XII. INVESTMENT CONTROLS

The City Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

XIII. POLICY ADOPTION

The City's Investment Policy shall be adopted by resolution of the City Council. The Policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of PRINCIPAL, LIQUIDITY, AND RETURN, and its relevance to current law, financial and economic trends, and to meet the needs of the City of Rocklin and any modifications made thereto must be approved by the City Council. The City's Investment Policy shall be submitted annually to the City Council.

GLOSSARY

ACCRUED INTEREST - Interest on a bond that has accumulated since the last interest payment. The buyer pays the seller the bond price plus accrued interest.

AGENCIES - Federal agency securities.

BANKER'S ACCEPTANCE - A time draft drawn on a bank and accepted by that bank as ultimate liability for payment. Used most often to finance import and export transactions. Banker's acceptances are also collateralized by the underlying merchandise being contracted in the import-export transaction. It is a money market instrument when guaranteed by a bank.

BASIS POINT - Smallest measure used in quoting yields on bonds and notes; one one-hundredth of a percentage point (.01 percent or .0001).

BOND - A debt instrument in which the investor lends money to the bond issuer, who agrees to pay a stated rate of interest over a specified period of time. Very simply a bond is nothing more than a promissory note which is traded in the financial markets. The investor's position is that of lender.

BOOK VALUE - The value at which the investor holds on their books as their invested amount in a security. This may be more or less' than the current face value of the security depending if the security was purchased at a price more or less than the face value.

BROKER - A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not hold a position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

CAPITALIZATION - A firm's capital structure, composed of total securities issued by the corporation, including bonds, debentures, preferred and common stock, and all surpluses (retained earnings).

CERTIFICATE OF DEPOSIT (CD) (TIME DEPOSIT) - An interest-bearing time deposit issued by banks with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable.

CHURNING – excessive trading in a customer's account designed solely to increase broker's commissions.

COLLATERAL - Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COLLATERALIZED OBLIGATIONS - Notes secured by collateral. The collateral is usually comprised of U.S. Government securities which are held by a third-party-trustee who also insures that adequate collateral is posted at all times.

COLLATERALIZED MORTGAGE OBLIGATION (CMO) - Derivative security created by dividing the cash flows of a pool of mortgages into obligations with different maturities.

COMMERCIAL PAPER - Unsecured, bearer obligations (maturity usually 270 days or less) issued by corporations, either at a discount and redeemed at par, or at par and pay interest.

COMMON STOCK - Units (shares) of ownership in a public corporation. Shareholders have control over corporate affairs through voting rights, and dividends are paid to common stockholders after preferred stock shareholders.

CONFIRMATION - A piece of paper detailing the conditions and terms of a transaction. Delivered to the customer on or before settlement. It serves as a bill for purchases and an advisory notice for sales.

CORPORATE BONDS - A debt instrument issued by a corporation which normally pays interest on specific dates and repays the principal at maturity.

COUPON - (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

CREDIT RISK - The risk that an obligation will not be met in a timely fashion with the result being a temporary or even permanent loss to the lender.

DEALER - A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE - A bond secured only by the general credit of the issuer.

DEBT TO EQUITY RATIO - Solvency ratio of total long-term debt to total stockholder's equity.

DELIVERY VERSUS PAYMENT - There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVE - A broad term referring to any security which derives its value from another underlying asset or index.

DISCOUNT - The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT RATE - Interest rate that the Federal Reserve charges for loans to member banks.

DISCOUNT SECURITIES - Non-interest-bearing money market instruments that are issued at a discount and redeemed at a maturity for full face value; i.e., U.S. Treasury bills.

DIVERSIFICATION - Spreading a portfolio across a range of security types, industries or geographic areas to limit risk.

FACE VALUE - The same as par value. Face value is the principal amount of a bond.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) - A federal agency that insures bank deposits currently $250,000 per depositor.

FEDERAL FARM CREDIT BANK (FFCB) - Government instrumentality which issues notes and bonds to provide funds for its member banks for the purchase of farm land, equipment and commodities.

FEDERAL HOME LOAN BANKS (FHLB) - Government instrumentality consisting of twelve regional banks owned by savings and homestead associations which issue bonds and notes to finance home building and mortgage loans of their member associates.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC OR FREDDIE MAC) - Debt issued by FHLMC, a government instrumentality, to facilitate real estate lending. FHLMC issues short-term debt backed by its own full faith and credit, and it issued long-term debt backed by mortgages with repayment guaranteed by FHLMC.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA OR FANNIE MAE) – A government-sponsored-publicly-owned corporation whose stock trades on the New York Stock Exchange. FNMA issues short-term debt backed by its own full faith and credit. FNMA purchases FHA, VA, and FHDA mortgages through the sale of its corporate debenture notes. These notes are backed by the mortgages with repayment guaranteed by FNMA.

FLOATER - A floating rate security in which the interest note varies with an index such as U.S. Treasury Bills or LIBOR (London Interbank Offered Rate).

GENERAL OBLIGATION BOND (G.O.) - A municipal bond secured by the full faith and credit of the municipality.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA OR GINNIE MAE) - Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA or FMHM mortgages. The term pass-through is often used to describe Ginnie Maes.

GUARANTEED INVESTMENT CONTRACTS (GICs) - An agreement acknowledging receipt of funds for deposit, specifying terms for withdrawal, and guaranteeing a rate of interest to be paid. Uninsured, non-guaranteed obligations of insurance companies, permitted for public investment in a few states. Risk varies according to the credit risk of the issuing company.

HEDGE/HEDGING - Technique designed to counteract the risk of loss from price changes in the market.

HOLDING COMPANIES - A corporation with controlling interest in one or more corporations.

INSTRUMENTALITIES - See U.S. government instrumentality obligations.

INTEREST - The sum charged for borrowing money.

INTEREST-ONLY SECURITY (I0) - Security derived from the interest rate portion of a pool of mortgage securities (separated from the principal portion).

INTEREST RATE RISK - The uncertainty of investment return due to changes in the market rates of interest. For investments that generate a fixed rate of return, the value of that investment is inversely related to the movement of market rates of interest.

INVERSE FLOATER - Structured note or derivative designed to rise in yield as interest rates fall. Also called reverse floater. Extremely volatile security not recommended for public funds.

INVESTMENT COMPANY ACT OF 1940 - Regulates investment companies.

LEVERAGE - Money borrowed to reinvest in order to increase the return on invested capital. A municipality may leverage funds through the issuance of taxable notes, reverse repurchase agreements and purchasing securities with embedded leverage. Leverage may be embedded inside a security or it may be applied to an investment portfolio as a whole.

LIQUIDITY - A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LIQUIDITY RISK - The risk that a financial institution or other organization will not have sufficient cash on hand to meet its obligations; or in the case of a specific investment instrument, the risk that it will not be easily convertible to cash.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP) - The aggregate of all funds from a political subdivision that are placed in the custody of the State Treasurer for investment and reinvestment.

LONG TERM - Securities held more than six months or bonds maturing in more than five years.
MARK TO MARKET - Adjustment of an account or portfolio to reflect actual market price rather than book price, purchase price or some other valuation.

MARKET MAKER - A broker/dealer maintaining an inventory in a security.

MARKET RATE OF RETURN - Return that is based on some market index that acts as a proxy for the market, such as the "Standard & Poor's 500" stock index, which is used to gauge the returns on individual securities or portfolios. The City uses as a benchmark the average return on two-year U.S. Treasury Notes.

MARKET RISK - The risk of a decline in the price of securities because of a general falling market.

MARKET VALUE - The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT - A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY - The date upon which the principal or stated value of an investment become due and payable.

MEDIUM-TERM NOTES - Issuers register with the SEC allowing for notes to be issued at various times, rates and maturities from one to ten years as the issuer's financing needs dictate.

MONEY MARKET - The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

MONEY MARKET FUND - An open-end investment company (mutual fund) that invests in money market instruments regulated by the Securities and Exchange Commission. It is a highly liquid investment that pays money market rates of interest.

MONEY MARKET INSTRUMENTS - Highly liquid debt instruments usually with maturities of one year or less. Money market instruments include repurchase agreements, reverse repurchase agreements, negotiable certificates of deposit, banker's acceptances, commercial paper, Treasury bills and other short-term direct obligations of U.S. government agencies and instrumentalities.

MORTGAGE BACKED SECURITY (MBS) - A pool of individual mortgages which is packaged and sold to investors at a specified coupon rate, maturity date, and face value. Individual mortgage loans are purchased from lenders by GNMA, FNMA, & FHLMC, thus converting the lenders loan assets to dollars, in turn making money available again for borrowing. GNMA, FNMA, & FHLMC then package the mortgage loans into pools, securitize them and offers them for sale in the securities market. In doing so, GNMA, FNMA, & FHLMC convert mortgages to dollars, enabling them to purchase additional individual mortgages for pooling. This conduit is used to reallocate funds, from the securities markets into the real estate market.

MUTUAL FUNDS - Investment company that pools funds from investors to buy stocks, bonds, government securities, money market instruments and other assets. Public investments, with the exception of pension funds, usually are restricted to mutual funds known as money market funds.

NATIONAL ASSOCIATION OF SECURITIES DEALERS - A not-for-profit organization of dealers whose aim is protecting over the counter customers through financial solvency and integrity.

NEGOTIABLE CERTIFICATE OF DEPOSIT - Time deposits which may be purchased and sold in the financial markets.

NET ASSET VALUE - Net redemption price (bid price) of an open-end investment company.

NO-LOAD MUTUAL FUNDS - Mutual funds offered directly to the public at net asset value with no sales charge.

NOTE - A written promise to pay a specified amount to a certain entity on demand or on a specified date.

OPEN MARKET OPERATIONS - Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PAR VALUE - The same as face value. Par value is the principal amount of a bond.

PERFECTED INTEREST - The legal right to interest and principal of securities held as collateral by a third-party safekeeping arrangement.

PORTFOLIO - Collection of securities held by an investor.

PREFERRED STOCK - Shareholders are entitled to a specified dividend and priority over assets in liquidation, but not voting rights.

PREMIUM - Bond purchase price which is greater than that of its face value.

PRIMARY DEALER - A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange commission (SEC), registered securities broker-dealers, banks, and a few unregulated firms.

PRIME BANKER'S ACCEPTANCE - A banker's acceptance issued by a bank that has received the highest short-term ratings from at least two' nationally recognized ratings organizations. It has a relatively short maturity (usually six months or less), and is eligible for discounting within the Federal Reserve system. Eligibility depends on a number of criteria including the purpose; timing and amount of the underlying transaction (See also "banker's acceptance").

PRIME COMMERCIAL PAPER - Commercial paper that has received the highest short-term ratings from at least two national ratings organizations (See also "commercial paper").

PRIME RATE - Interest rate charged by a bank on loans to its best customers.

PRINCIPAL - (1) The face amount on a bond. (2) The basic amount invested.

PRINCIPAL-ONLY SECURITY (P0) - Security derived from principal portion of a pool of mortgage securities (separated from the interest payments).

PROSPECTUS - A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC that typically includes information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements (also known as an "official statement").

PRUDENT INVESTOR RULE - An investment standard. In some states, the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the state—the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

RATE OF RETURN - The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REINVESTMENT RISK - The risk that maturing investments cannot be replaced by investments earning the same interest rate.

REPURCHASE AGREEMENT (RP or REPO) - A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is increasing bank reserves.

SAFEKEEPING - A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vault for protection.

SECONDARY MARKET - A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION (SEC) - Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SECURITY INVESTOR PROTECTION CORPORATION (SIPC) - A non-profit organization of broker/dealers responsible for orderly liquidation of failed firms. Customers are protected to $500,000 per account.

SHORT TERM - Securities held six months or less. Bonds with maturities of one year or less.

SMALL BUSINESS ADMINISTRATION LOANS (SBA) - Loans made by banks to small business, which are then sold to the SBA who offers them for sale in the financial markets. Loans are purchased by the SBA to facilitate lending for small business enterprises.

STRIPS – Separate trading of registered interest and principal securities

STRUCTURED NOTE - Complex customized security (also known as structured derivative) on which the returns are pegged to underlying assets or financial indices.

SUPRANATIONALS – International development institutions that provide financing, advisory services, and/or other financial services to their member countries to achieve overall goal of improving living standards through sustainable economic growth.

TAX AND REVENUE ANTICIPATION NOTES (TRANs) - Notes issued in anticipation of receiving tax proceeds or other revenues at a future date.

TOTAL RISK-BASED CAPITAL RATIO, TIER 1 RISK-BASED CAPITAL RATIO & TIER 1 LEVERAGE RATIO - In response to the FDIC Improvement Act of 1991 (FDICIA), the FDIC and the Federal Reserve Board both proposed a five-tier scheme of capital requirements and corresponding supervisory actions to implement the prompt corrective actions provisions of the FDICIA. These ratios serve as benchmarks for the five capital categories: well capitalized, adequately capitalized, undercapitalized, significantly undercapitalized, and critically undercapitalized.

> Well capitalized institution would be defined as one that has a total risk-based capital ratio of ten percent, a Tier 1 risk-based capital ratio of six percent and a leverage ratio of five percent. A well-capitalized institution cannot be subject to any written capital order or directive.
>
> An adequately capitalized institution would be one with a total risk-based capital ratio of eight percent, a Tier 1 risk-based capital ratio of four percent, or a Tier 1 leverage ratio of four percent.
>
> An undercapitalized institution would be one that does not meet the capital levels needed to be adequately capitalized. A significantly undercapitalized institution, however, would be one that has a total risk-based capital ratio of under six percent, a Tier 1 risk-based capital of under three percent, or a Tier 1 leverage ratio of under three percent.
>
> Finally, the agencies proposed to classify any institution as critically undercapitalized if it has a Tier 1 leverage ratio of two percent or less.

TREASURY BILLS - A short-term U.S. government security, also known as a T-bill, issued in minimum denominations of $10,000 with maturities of 13 weeks, 26 weeks and 52 weeks. T-bills bear no specific interest rate. They are sold at a discount to face value; their yield, therefore, varies with the difference between the purchase price and the value at maturity.

TREASURY BOND - Long-term, coupon-bearing U.S. government security, usually issued in denominations of $1,000 or more and having maturities of 10 or more years. Interest is paid every six months at a rate of one-half the annual coupon; principal is paid at maturity.

TREASURY NOTES - Medium-term, coupon-bearing U.S. government security, usually issued in denominations of $1,000 or more and having maturities of one to 10 years. Interest is paid every six months at a rate of one-half the annual coupon; principal is paid at maturity.

TRUSTEE OR TRUST COMPANY OR TRUST DEPARTMENT OF A BANK – A financial institution with trust powers which acts in a fiduciary capacity for the benefit of the bondholders in enforcing the terms of the bond contract.

UNDERWRITER - A dealer which purchases a new issue of municipal securities for resale.

UNIFORM NET CAPITAL RULE - SEC requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called *net capital rule* and *net capital ratio*. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

U.S. GOVERNMENT AGENCY OBLIGATIONS (AGENCIES) - Securities issued by federal agencies other than the U.S. Treasury including: the Government National Mortgage Association (GNMA or Ginnie Mae), Small Business Administration (SBA), General Services Administration (GSA) and Federal Housing Administration (FHA). Some investors include debt instruments issued by government-sponsored corporations and related instrumentalities in the term "agencies." However, technical differences make this usage incorrect. In most cases, the U.S. government explicitly guarantees principal and interest of agency debt but not debt of instrumentalities and government sponsored corporations.

U.S. GOVERNMENT INSTRUMENTALITY OBLIGATIONS (INSTRUMENTALITIES) - Securities issued by government-sponsored corporations including: the Student Loan Marketing Association (Sallie Mae), World Bank, Federal National Mortgage Association (Fannie Mae), Federal Farm Credit Banks (FFCB), Federal Home Loan Mortgage Association (Freddie Mae) and Federal Home Loan Banks (FHLB). Principal and interest are guaranteed only by the corporations, not the U.S. government.

WEIGHTED AVERAGE MATURITY (WAM) - The average maturity of all the securities that comprise a portfolio that is typically expressed in days or years.

YIELD - The rate of annual income returned on an investment, expressed as a percentage. (a) Income Yield is obtained by dividing the current dollar income by the current market price for the security. (b) Net Yield or Yield to Maturity is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

YIELD CURVE - A graphic representation that shows the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity.

ZERO-COUPON SECURITY (ZEROS) - A security on which all interest is paid in a lump sum at maturity, thus eliminating the reinvestment risk of interest paid out over the life of the security. Prices are extremely interest rate sensitive and volatility increases with maturity (See also “zero-coupon treasury bonds”).

ZERO-COUPON TREASURY BOND - Security formed by stripping coupons from a treasury bond so that an investor can buy a single coupon or the principal payment at present value. Market risk is high, particularly for longer maturities. Variations include STRIPS (Separate Trading: of Registered Interest and Principal), CATS (Certificate of Accrual on Treasury Securities), TIGRS (Treasury Income Growth Receipts) and others.

ATTACHMENT 3

CITY OF ROCKLIN
STATEMENT OF INVESTMENT POLICY

INTRODUCTION

This statement is intended to outline the policies for the prudent investment of the City's Funds and to provide guidelines for suitable investments.

The ultimate goal is to enhance the economic status of the City while safeguarding its assets.

The City's Cash Management System is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City's investment portfolio shall be structured with the objective of attaining a market rate of return throughout budgetary and economic cycles, provided that all investments meet the criteria established for safety and liquidity.

The City's investment policies and practices are based upon Federal, State, and Local laws and prudent money management. The primary goals of these policies are:

1. To assure compliance with all Federal, State and Local laws governing the investment of monies.

2. To protect the principal monies.

3. To ensure the investment portfolio remains sufficiently liquid to enable the City of Rocklin to meet all operating requirements which might be reasonably anticipated.

4. To attain a market rate of return on investment within the parameters of this Statement of Investment Policy and the Investment Portfolio Guidelines.

I. SCOPE

It is intended that this policy cover all funds and investment activities under the direct authority of the City in accordance with California Government Code Section 53600 et seq., the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA)

and local laws. Funds included are General Fund, Special Revenue Funds, Debt Service Funds, Capital Project Funds, Permanent Funds and Trust Funds.

This policy will not cover bond proceeds obtained from bond issues which are not direct obligations of the City, and which are not under the direct authority of the City. The bond proceeds will be invested in accordance with the Bond Indenture Agreement and applicable State and Federal regulations.

II. OBJECTIVES

1. Safety of Principal

Safety of principal is the foremost objective of the City of Rocklin. Investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the Agency will diversify its investments by investing funds among a variety of securities with independent returns. The City shall seek to preserve principal by mitigating the two types of risk: credit risk and market risk.

2. Liquidity

Liquidity is the second most important objective of the City of Rocklin. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. It is important that an investment contain the feature of being easily sold at any time with a minimal risk of loss of some portion of principal or interest. The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated.

3. Return on Investment

The City's Fund shall seek to attain a market-average rate of return throughout economic cycles. The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints for safety and liquidity needs.

III. PRUDENCE

Pursuant to California Government Code, Section 53600.3, all persons authorized to make investment decisions on behalf of the City are trustees and therefore fiduciaries subject to the *Prudent Investor Standard*:

> "…all governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law."

City employees and other authorized persons responsible for managing City funds, acting in accordance with written procedures and the Investment Policy and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that deviations from expectations are reported in a timely manner and that appropriate action is taken to control adverse developments.

IV. DELEGATION OF AUTHORITY

Authority to manage the City's investment program is derived from California Government Code, Sections 41006 and 53600 *et seq.*

The City Council is responsible for the management of the City's funds, including the administration of this investment policy. Management responsibility for the cash management of the City's funds may be delegated to the City Treasurer.

The City Treasurer will be responsible for all transactions undertaken and will establish a system of procedures and controls to regulate the activities of subordinate officials and employees. Such procedures will include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment

transaction except as provided under the terms of this policy and the procedures established by the City Treasurer.

The City may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. External investment advisers may be granted discretion to purchase and sell investment securities in accordance with this investment policy.

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that in a diversified portfolio, occasional measured losses may be inevitable and must be considered within the context of the overall portfolio's return and the cash flow requirements of the City.

V. ETHICS AND CONFLICTS OF INTEREST

All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. City employees and the City's Investment Advisory Committee involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the Investment Policy of which could impair their ability to make impartial investment recommendations and/or decisions. The City's Investment Advisory Committee and City employees involved in the investment process shall disclose any material financial interests in financial institutions with which the City may conduct business, and they shall further disclose any reportable personal financial/investment positions that could be related to the performance of the City's portfolio. The Investment Advisory Committee and City employees involved in the investment process shall subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales.

All participants in the investment process are required to comply with terms of the Political Reform Act, Fair Political Practices Commission Regulations promulgated thereunder (2 C.C.R. §§ 18110 through 18998), the City's Conflict of Interest Policy, including, without limitation, filing of Form 700, notification and recusal obligations, and Government Code section 1090 prohibitions.

VI. INVESTMENTS

1. AUTHORIZED INVESTMENTS

The City is governed by the California Government Code, Sections 53600 et seq. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits and minimum credit requirements listed in this section apply at the time the security is purchased. An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual issuers.

Within the context of these limitations, the following investments are authorized, as further limited herein:

A. United States Treasury Bills, Notes, Bonds, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for payment of principal and interest. There is no limitation as to the percentage of the Fund that can be invested in this category as they are both safe and liquid.
   - The maximum maturity is five (5) years.

B. Municipal Securities including obligations of the City of Rocklin, the State of California and any local agency within the State of California, provided that:
   - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
   - No more than 5% of the portfolio may be invested in any single issuer.
   - No more than 30% of the portfolio may be in Municipal Securities.
   - The maximum maturity does not exceed five (5) years.

C. Municipal Securities (Registered Treasury Notes or Bonds) of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.
   - The securities are rated in a rating category of "A" or its equivalent or better by at least one nationally recognized statistical rating organization ("NRSRO").
   - No more than 5% of the portfolio may be invested in any single issuer.
   - No more than 30% of the portfolio may be in Municipal Securities.
   - The maximum maturity does not exceed five (5) years.

D. Federal Agencies or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the City may invest in Federal Agency or Government-Sponsored Enterprises (GSEs), provided that:
   - No more than 30% of the portfolio may be invested in any single Agency/GSE issuer.
   - The maximum maturity does not exceed five (5) years.
   - The maximum percent of agency callable securities in the portfolio will be 20%.

E. Banker's Acceptances, provided that:
   - They are issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term debt obligations which are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
   - No more than 40% of the portfolio may be invested in Banker's Acceptances.
   - No more than 5% of the portfolio may be invested in any single issuer.
   - The maximum maturity does not exceed 180 days.

F. Commercial paper, provided that the securities are issued by an entity that meets all of the following conditions in either paragraph (1) or (2) and other requirements specified below:

   (1) Securities issued by corporations:
      (i) A corporation organized and operating in the United States with assets more than $500 million.
      (ii) The securities are rated "A-1" or its equivalent or better by at least one NRSRO.

(iii) If the issuer has other debt obligations, they must be rated in a rating category of "A" or its equivalent or better by at least one NRSRO.

(2) Securities issued by other entities:
(i) The issuer is organized within the United States as a special purpose corporation, trust, or limited liability company.
(ii) The securities must have program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or a surety bond.
(iii) The securities are rated "A-1" or its equivalent or better by at least one NRSRO.

- No more than 10% of the outstanding commercial paper of any single issuer.
- No more than 25% of the Agency's investment assets under management may be invested in Commercial Paper
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed ~~270~~397 days.

G. Negotiable Certificates of Deposit (NCDs), issued by a nationally or state-chartered bank, a savings association or a federal association, a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank, provided that:
- The amount of the NCD insured up to the FDIC limit does not require any credit ratings.
- Any amount above the FDIC insured limit must be issued by institutions which have short-term debt obligations rated "A-1" or its equivalent or better by at least one NRSRO; or long-term obligations rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in NCDs (combined with CDARS).
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

H. Repurchase Agreements collateralized with securities authorized under California Government Code, maintained at a level of at least 102% of the market value of the Repurchase Agreement. There are no limits on the dollar amount or percentage that the City may invest, provided that:
- Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third-party custodian.
- Repurchase Agreements are subject to a Master Repurchase Agreement between the City and the provider of the repurchase agreement. The

Master Repurchase Agreement will be substantially in the form developed by the Securities Industry and Financial Markets Association (SIFMA).
- The maximum maturity does not exceed one (1) year.

I. Supranationals, provided that:
- Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 30% of the total portfolio may be invested in these securities.
- No more than 10% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

J. State of California Local Agency Investment Fund (LAIF), provided that:
- The City may invest up to the maximum amount permitted by LAIF.
- LAIF's investments in instruments prohibited by or not specified in the City's policy do not exclude the investment in LAIF itself from the City's list of allowable investments, provided LAIF's reports allow the City Treasurer to adequately judge the risk inherent in LAIF's portfolio.

K. Local Government Investment Pools. The California Government Code Section 53601 (p) permits public agencies to invest in "shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (r), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:
(1) The adviser is registered or exempt from registration with the United States Securities and Exchange Commission;
(2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive; and
(3) The adviser has assets under management in excess of five hundred million dollars ($500,000,000)."
- No more than 20% of the total portfolio may be invested in LGIPs

L. Corporate Medium-term notes (MTNs), provided that:

- The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- The securities are rated in a rating category of "A" or its equivalent or better by at least one NRSRO.
- No more than 30% of the total portfolio may be invested in MTNs.
- No more than 5% of the portfolio may be invested in any single issuer.
- The maximum maturity does not exceed five (5) years.

M. Federally Insured Time Deposits (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:

- The amount per institution is limited to the maximum covered under federal insurance.
- No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
- The maximum maturity does not exceed five (5) years.

N. Mutual Funds and Money Market Mutual Funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:

(1) MUTUAL FUNDS that invest in the securities and obligations as authorized under California Government Code, Section 53601 (a) to (k) and (m) to (q) inclusive and that meet either of the following criteria:

(i) Attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or

(ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of $500 million.

- No more than 10% of the total portfolio may be invested in shares of any one mutual fund.

(2) MONEY MARKET MUTUAL FUNDS registered with the Securities and Exchange Commission under the Investment Company Act of 1940 and issued by diversified management companies and meet either of the following criteria:

(i) Have attained the highest ranking or the highest letter and numerical rating provided by not less than two (2) NRSROs; or

(ii) Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of $500 million.

- No more than 20% of the total portfolio may be invested in the shares of any one Money Market Mutual Fund.

(3) No more than 20% of the total portfolio may be invested in these securities.

O. Collateralized Bank Deposits. The City's deposits with financial institutions will be collateralized with pledged securities per California Government Code, Section 53651. There are no limits on the dollar amount or percentage that the City may invest in collateralized bank deposits.

P. Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities and Collateralized Mortgage Obligations from issuers not defined in sections A. or D. of the Authorized Investments Section of this Policy, provided that:

- The securities are rated in a rating category of "AA" or its equivalent or better by a NRSRO.
- No more than 20% of the total portfolio may be invested in these securities.
- No more than 5% of the portfolio may be invested in any single Asset-Backed or Commercial Mortgage security issuer.
- The maximum legal final maturity does not exceed five (5) years.

Q. Placer County Treasurer's Investment Pool. The City may invest in the Placer County Treasurer's Investment Pool established by the Placer County Treasurer for the benefit of local agencies. No more than 25% of the market value of the Fund may be invested in the Placer County Treasurer's Investment Pool.

2. PROHIBITED INVESTMENT VEHICLES AND PRACTICES

A. State law notwithstanding, any investments not specifically described herein are prohibited, including, but not limited to futures and options.

B. In accordance with Government Code, Section 53601.6, investment in inverse floaters, range notes, or mortgage derived interest-only strips is prohibited.

C. Investment in any security that could result in a zero interest accrual if held to maturity is prohibited. Under a provision sunsetting on January 1, ~~2026~~2031,

securities backed by the U.S. Government that could result in a zero- or negative-interest accrual if held to maturity are permitted.

D. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited.

E. Purchasing or selling securities on margin is prohibited.

F. The use of reverse repurchase agreements, securities lending or any other form of borrowing or leverage is prohibited.

G. The purchase of foreign currency denominated securities is prohibited.

H. The purchase of a security with a forward settlement date exceeding 45 days from the time of the investment is prohibited.

Agencies that are not Qualified Institutional Buyers (QIB) as defined by the Securities and Exchange Commission are prohibited from purchasing Private Placement Securities. The SEC defines a QIB as having at least $100,000,000 in securities owned and invested.

VII. AUTHORIZED FINANCIAL INSTITUTIONS, DEPOSITORIES, AND BROKER/DEALERS

To the extent practicable, the City Treasurer shall endeavor to complete investment transactions using a competitive bid process whenever possible. The City Treasurer will determine which financial institutions are authorized to provide investment services to the City. It shall be the City's policy to purchase securities only from authorized institutions and firms.

The City Treasurer shall maintain procedures for establishing a list of authorized broker/dealers and financial institutions which are approved for investment purposes that are selected through a process of due diligence as determined by the City. Due inquiry shall determine whether such authorized broker/dealers, and the individuals covering the City are reputable and trustworthy, knowledgeable and experienced in Public Agency investing and able to meet all of their financial obligations. These institutions may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (uniform net capital rule).

In accordance with Section 53601.5, institutions eligible to transact investment business with the City include:

- Institutions licensed by the state and proof of FINRA certification as a broker-dealer, as defined in Section 25004 of the Corporations Code.
- Institutions that are members of a federally regulated securities exchange.
- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers.
- Nationally or state-chartered banks.
- The Federal Reserve Bank.
- Direct issuers of securities eligible for purchase.

Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of the City, except where the City utilizes an external investment adviser in which case the Agency may rely on the adviser for selection.

All financial institutions which desire to become qualified bidders for investment transactions (and which are not dealing only with the investment adviser) must supply the City Treasurer with audited financials and a statement certifying that the institution has reviewed the California Government Code, Section 53600 *et seq*. and the City's investment policy. The City Treasurer will conduct an annual review of the financial condition and registrations of such qualified bidders.

Public deposits will be made only in qualified public depositories as established by State law. Deposits will be insured by the Federal Deposit Insurance Corporation, or, to the extent the amount exceeds the insured maximum, will be collateralized in accordance with State law.

Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts will be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

VIII. COLLATERALIZATION

Certificates of Deposit (CDs). The City shall require any commercial bank or savings and loan association to deposit eligible securities with an agency of a depository approved by the State Banking Department to secure any uninsured portion of a Non-Negotiable Certificate of Deposit. The value of eligible securities as defined pursuant to California Government Code, Section 53651, pledged against a Certificate of Deposit shall be equal to 150% of the face value of the CD if the securities are classified as mortgages and 110% of the face value of the CD for all other classes of security.

Collateralization of Bank Deposits. This is the process by which a bank or financial institution pledges securities, or other deposits for the purpose of securing repayment of deposited funds. The City shall require any bank or financial institution to comply with the collateralization criteria defined in California Government Code, Section 53651.

Repurchase Agreements. The City requires that Repurchase Agreements be collateralized only by securities authorized in accordance with California Government Code:

- The securities which collateralize the repurchase agreement shall be priced at Market Value, including any Accrued Interest plus a margin. The Market Value of the securities that underlie a repurchase agreement shall be valued at 102% or greater of the funds borrowed against those securities.
- Securities used as collateral for Repurchase Agreements will be delivered to an acceptable third-party custodian.
- Financial institutions shall mark the value of the collateral to market at least monthly and increase or decrease the collateral to satisfy the ratio requirement described above.
- The City shall receive monthly statements of collateral.

IX. DELIVERY, SAFEKEEPING AND CUSTODY OF SECURITIES

Delivery-versus-Payment (DVP). All investment transactions shall be conducted on a delivery-versus-payment basis.

Safekeeping and Custody. To protect against potential losses due to failure of individual securities dealers, and to enhance access to securities, interest payments and maturity proceeds, all cash and securities in the City's portfolio shall be held in safekeeping in the City's name by a third-party custodian, acting as agent for the City under the terms of a custody agreement executed by the bank and the City. All investment transactions will require a safekeeping receipt or acknowledgment generated from the trade. A monthly report will be received by the City from the custodian listing all securities held in safekeeping with current market data and other information.

The only exceptions to the foregoing shall be depository accounts and securities purchases made with: (i) local government investment pools; (ii) time certificates of deposit, and, (iii) mutual funds and money market mutual funds, since these securities are not deliverable.

X. RISK MANAGEMENT AND DIVERSIFICATION

Mitigating Credit Risk in the Portfolio

Credit risk is the risk that a security or a portfolio will lose some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

1. The diversification requirements included in the "Authorized Investments" section of this policy are designed to mitigate credit risk in the portfolio.
2. No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.

3. The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or the City's risk preferences.

4. If a security owned by the City is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:
   - Any actions taken related to the downgrade by the investment manager will be communicated to the City Treasurer in a timely manner.
   - If a decision is made to retain the security, the credit situation will be monitored and reported to the City Council.

Mitigating Market Risk in the Portfolio

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.

The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by the City based on the City's investment objectives, constraints and risk tolerances.

XI. REPORTING

Monthly Reporting

The City Treasurer shall provide to the City Council a monthly investment report detailing transactions in the City's portfolio as required per California Government Code section 53607.

Quarterly Reporting

The City Treasurer shall render a quarterly report to the City Council, within 45 days after the end of the quarter, showing the type of investment, institution, date of maturity, amount of deposit, current market value for all securities with a maturity of more than twelve months, rate of interest, type and amount of funds under the management of contract investment managers, the City's compliance with the statement of investment policy, the ability of the City of meet cash flow needs for the next six months, and such data as may be required by the City Council as required per California Government Code section 53646.

Annual Reports

An annual report will be presented to the City Council. This report will include comparisons of the City's return to the market benchmark return, suggest policies and improvements that might enhance the investment program, and may include an investment plan for the coming year.

XII. INVESTMENT CONTROLS

The City Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

XIII. POLICY ADOPTION

The City's Investment Policy shall be adopted by resolution of the City Council. The Policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of PRINCIPAL, LIQUIDITY, AND RETURN, and its relevance to current law, financial and economic trends, and to meet the needs of the City of Rocklin and any modifications made thereto must be approved by the City Council. The City's Investment Policy shall be submitted annually to the City Council.

GLOSSARY

ACCRUED INTEREST - Interest on a bond that has accumulated since the last interest payment. The buyer pays the seller the bond price plus accrued interest.

AGENCIES - Federal agency securities.

BANKER'S ACCEPTANCE - A time draft drawn on a bank and accepted by that bank as ultimate liability for payment. Used most often to finance import and export transactions. Banker's acceptances are also collateralized by the underlying merchandise being contracted in the import-export transaction. It is a money market instrument when guaranteed by a bank.

BASIS POINT - Smallest measure used in quoting yields on bonds and notes; one one-hundredth of a percentage point (.01 percent or .0001).

BOND - A debt instrument in which the investor lends money to the bond issuer, who agrees to pay a stated rate of interest over a specified period of time. Very simply a bond is nothing more than a promissory note which is traded in the financial markets. The investor's position is that of lender.

BOOK VALUE - The value at which the investor holds on their books as their invested amount in a security. This may be more or less' than the current face value of the security depending if the security was purchased at a price more or less than the face value.

BROKER - A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not hold a position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

CAPITALIZATION - A firm's capital structure, composed of total securities issued by the corporation, including bonds, debentures, preferred and common stock, and all surpluses (retained earnings).

CERTIFICATE OF DEPOSIT (CD) (TIME DEPOSIT) - An interest-bearing time deposit issued by banks with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable.

CHURNING – excessive trading in a customer's account designed solely to increase broker's commissions.

COLLATERAL - Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COLLATERALIZED OBLIGATIONS - Notes secured by collateral. The collateral is usually comprised of U.S. Government securities which are held by a third-party-trustee who also insures that adequate collateral is posted at all times.

COLLATERALIZED MORTGAGE OBLIGATION (CMO) - Derivative security created by dividing the cash flows of a pool of mortgages into obligations with different maturities.

COMMERCIAL PAPER - Unsecured, bearer obligations (maturity usually 270 days or less) issued by corporations, either at a discount and redeemed at par, or at par and pay interest.

COMMON STOCK - Units (shares) of ownership in a public corporation. Shareholders have control over corporate affairs through voting rights, and dividends are paid to common stockholders after preferred stock shareholders.

CONFIRMATION - A piece of paper detailing the conditions and terms of a transaction. Delivered to the customer on or before settlement. It serves as a bill for purchases and an advisory notice for sales.

CORPORATE BONDS - A debt instrument issued by a corporation which normally pays interest on specific dates and repays the principal at maturity.

COUPON - (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

CREDIT RISK - The risk that an obligation will not be met in a timely fashion with the result being a temporary or even permanent loss to the lender.

DEALER - A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE - A bond secured only by the general credit of the issuer.

DEBT TO EQUITY RATIO - Solvency ratio of total long-term debt to total stockholder's equity.

DELIVERY VERSUS PAYMENT - There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (also called free). Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVE - A broad term referring to any security which derives its value from another underlying asset or index.

DISCOUNT - The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT RATE - Interest rate that the Federal Reserve charges for loans to member banks.

DISCOUNT SECURITIES - Non-interest-bearing money market instruments that are issued at a discount and redeemed at a maturity for full face value; i.e., U.S. Treasury bills.

DIVERSIFICATION - Spreading a portfolio across a range of security types, industries or geographic areas to limit risk.

FACE VALUE - The same as par value. Face value is the principal amount of a bond.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC) - A federal agency that insures bank deposits currently $250,000 per depositor.

FEDERAL FARM CREDIT BANK (FFCB) - Government instrumentality which issues notes and bonds to provide funds for its member banks for the purchase of farm land, equipment and commodities.

FEDERAL HOME LOAN BANKS (FHLB) - Government instrumentality consisting of twelve regional banks owned by savings and homestead associations which issue bonds and notes to finance home building and mortgage loans of their member associates.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC OR FREDDIE MAC) - Debt issued by FHLMC, a government instrumentality, to facilitate real estate lending. FHLMC issues short-term debt backed by its own full faith and credit, and it issued long-term debt backed by mortgages with repayment guaranteed by FHLMC.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA OR FANNIE MAE) – A government-sponsored-publicly-owned corporation whose stock trades on the New York Stock Exchange. FNMA issues short-term debt backed by its own full faith and credit. FNMA purchases FHA, VA, and FHDA mortgages through the sale of its corporate debenture notes. These notes are backed by the mortgages with repayment guaranteed by FNMA.

FLOATER - A floating rate security in which the interest note varies with an index such as U.S. Treasury Bills or LIBOR (London Interbank Offered Rate).

GENERAL OBLIGATION BOND (G.O.) - A municipal bond secured by the full faith and credit of the municipality.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA OR GINNIE MAE) - Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA or FMHM mortgages. The term pass-through is often used to describe Ginnie Maes.

GUARANTEED INVESTMENT CONTRACTS (GICs) - An agreement acknowledging receipt of funds for deposit, specifying terms for withdrawal, and guaranteeing a rate of interest to be paid. Uninsured, non-guaranteed obligations of insurance companies, permitted for public investment in a few states. Risk varies according to the credit risk of the issuing company.

HEDGE/HEDGING - Technique designed to counteract the risk of loss from price changes in the market.

HOLDING COMPANIES - A corporation with controlling interest in one or more corporations.

INSTRUMENTALITIES - See U.S. government instrumentality obligations.

INTEREST - The sum charged for borrowing money.

INTEREST-ONLY SECURITY (I0) - Security derived from the interest rate portion of a pool of mortgage securities (separated from the principal portion).

INTEREST RATE RISK - The uncertainty of investment return due to changes in the market rates of interest. For investments that generate a fixed rate of return, the value of that investment is inversely related to the movement of market rates of interest.

INVERSE FLOATER - Structured note or derivative designed to rise in yield as interest rates fall. Also called reverse floater. Extremely volatile security not recommended for public funds.

INVESTMENT COMPANY ACT OF 1940 - Regulates investment companies.

LEVERAGE - Money borrowed to reinvest in order to increase the return on invested capital. A municipality may leverage funds through the issuance of taxable notes, reverse repurchase agreements and purchasing securities with embedded leverage. Leverage may be embedded inside a security or it may be applied to an investment portfolio as a whole.

LIQUIDITY - A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LIQUIDITY RISK - The risk that a financial institution or other organization will not have sufficient cash on hand to meet its obligations; or in the case of a specific investment instrument, the risk that it will not be easily convertible to cash.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP) - The aggregate of all funds from a political subdivision that are placed in the custody of the State Treasurer for investment and reinvestment.

LONG TERM - Securities held more than six months or bonds maturing in more than five years.
MARK TO MARKET - Adjustment of an account or portfolio to reflect actual market price rather than book price, purchase price or some other valuation.

MARKET MAKER - A broker/dealer maintaining an inventory in a security.

MARKET RATE OF RETURN - Return that is based on some market index that acts as a proxy for the market, such as the "Standard & Poor's 500" stock index, which is used to gauge the returns on individual securities or portfolios. The City uses as a benchmark the average return on two-year U.S. Treasury Notes.

MARKET RISK - The risk of a decline in the price of securities because of a general falling market.

MARKET VALUE - The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT - A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

MATURITY - The date upon which the principal or stated value of an investment become due and payable.

MEDIUM-TERM NOTES - Issuers register with the SEC allowing for notes to be issued at various times, rates and maturities from one to ten years as the issuer's financing needs dictate.

MONEY MARKET - The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

MONEY MARKET FUND - An open-end investment company (mutual fund) that invests in money market instruments regulated by the Securities and Exchange Commission. It is a highly liquid investment that pays money market rates of interest.

MONEY MARKET INSTRUMENTS - Highly liquid debt instruments usually with maturities of one year or less. Money market instruments include repurchase agreements, reverse repurchase agreements, negotiable certificates of deposit, banker's acceptances, commercial paper, Treasury bills and other short-term direct obligations of U.S. government agencies and instrumentalities.

MORTGAGE BACKED SECURITY (MBS) - A pool of individual mortgages which is packaged and sold to investors at a specified coupon rate, maturity date, and face value. Individual mortgage loans are purchased from lenders by GNMA, FNMA, & FHLMC, thus converting the lenders loan assets to dollars, in turn making money available again for borrowing. GNMA, FNMA, & FHLMC then package the mortgage loans into pools, securitize them and offers them for sale in the securities market. In doing so, GNMA, FNMA, & FHLMC convert mortgages to dollars, enabling them to purchase additional individual mortgages for pooling. This conduit is used to reallocate funds, from the securities markets into the real estate market.

MUTUAL FUNDS - Investment company that pools funds from investors to buy stocks, bonds, government securities, money market instruments and other assets. Public investments, with the exception of pension funds, usually are restricted to mutual funds known as money market funds.

NATIONAL ASSOCIATION OF SECURITIES DEALERS - A not-for-profit organization of dealers whose aim is protecting over the counter customers through financial solvency and integrity.

NEGOTIABLE CERTIFICATE OF DEPOSIT - Time deposits which may be purchased and sold in the financial markets.

NET ASSET VALUE - Net redemption price (bid price) of an open-end investment company.

NO-LOAD MUTUAL FUNDS - Mutual funds offered directly to the public at net asset value with no sales charge.

NOTE - A written promise to pay a specified amount to a certain entity on demand or on a specified date.

OPEN MARKET OPERATIONS - Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PAR VALUE - The same as face value. Par value is the principal amount of a bond.

PERFECTED INTEREST - The legal right to interest and principal of securities held as collateral by a third-party safekeeping arrangement.

PORTFOLIO - Collection of securities held by an investor.

PREFERRED STOCK - Shareholders are entitled to a specified dividend and priority over assets in liquidation, but not voting rights.

PREMIUM - Bond purchase price which is greater than that of its face value.

PRIMARY DEALER - A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange commission (SEC), registered securities broker-dealers, banks, and a few unregulated firms.

PRIME BANKER'S ACCEPTANCE - A banker's acceptance issued by a bank that has received the highest short-term ratings from at least two' nationally recognized ratings organizations. It has a relatively short maturity (usually six months or less), and is eligible for discounting within the Federal Reserve system. Eligibility depends on a number of criteria including the purpose; timing and amount of the underlying transaction (See also "banker's acceptance").

PRIME COMMERCIAL PAPER - Commercial paper that has received the highest short-term ratings from at least two national ratings organizations (See also "commercial paper").

PRIME RATE - Interest rate charged by a bank on loans to its best customers.

PRINCIPAL - (1) The face amount on a bond. (2) The basic amount invested.

PRINCIPAL-ONLY SECURITY (P0) - Security derived from principal portion of a pool of mortgage securities (separated from the interest payments).

PROSPECTUS - A legal document that must be provided to any prospective purchaser of a new securities offering registered with the SEC that typically includes information on the issuer, the issuer's business, the proposed use of proceeds, the experience of the issuer's management, and certain certified financial statements (also known as an "official statement").

PRUDENT INVESTOR RULE - An investment standard. In some states, the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the state—the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

RATE OF RETURN - The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

REINVESTMENT RISK - The risk that maturing investments cannot be replaced by investments earning the same interest rate.

REPURCHASE AGREEMENT (RP or REPO) - A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money that is increasing bank reserves.

SAFEKEEPING - A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vault for protection.

SECONDARY MARKET - A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION (SEC) - Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SECURITY INVESTOR PROTECTION CORPORATION (SIPC) - A non-profit organization of broker/dealers responsible for orderly liquidation of failed firms. Customers are protected to $500,000 per account.

SHORT TERM - Securities held six months or less. Bonds with maturities of one year or less.

SMALL BUSINESS ADMINISTRATION LOANS (SBA) - Loans made by banks to small business, which are then sold to the SBA who offers them for sale in the financial markets. Loans are purchased by the SBA to facilitate lending for small business enterprises.

STRIPS – Separate trading of registered interest and principal securities

STRUCTURED NOTE - Complex customized security (also known as structured derivative) on which the returns are pegged to underlying assets or financial indices.

SUPRANATIONALS – International development institutions that provide financing, advisory services, and/or other financial services to their member countries to achieve overall goal of improving living standards through sustainable economic growth.

TAX AND REVENUE ANTICIPATION NOTES (TRANs) - Notes issued in anticipation of receiving tax proceeds or other revenues at a future date.

TOTAL RISK-BASED CAPITAL RATIO, TIER 1 RISK-BASED CAPITAL RATIO & TIER 1 LEVERAGE RATIO - In response to the FDIC Improvement Act of 1991 (FDICIA), the FDIC and the Federal Reserve Board both proposed a five-tier scheme of capital requirements and corresponding supervisory actions to implement the prompt corrective actions provisions of the FDICIA. These ratios serve as benchmarks for the five capital categories: well capitalized, adequately capitalized, undercapitalized, significantly undercapitalized, and critically undercapitalized.

> Well capitalized institution would be defined as one that has a total risk-based capital ratio of ten percent, a Tier 1 risk-based capital ratio of six percent and a leverage ratio of five percent. A well-capitalized institution cannot be subject to any written capital order or directive.
>
> An adequately capitalized institution would be one with a total risk-based capital ratio of eight percent, a Tier 1 risk-based capital ratio of four percent, or a Tier 1 leverage ratio of four percent.
>
> An undercapitalized institution would be one that does not meet the capital levels needed to be adequately capitalized. A significantly undercapitalized institution, however, would be one that has a total risk-based capital ratio of under six percent, a Tier 1 risk-based capital of under three percent, or a Tier 1 leverage ratio of under three percent.
>
> Finally, the agencies proposed to classify any institution as critically undercapitalized if it has a Tier 1 leverage ratio of two percent or less.

TREASURY BILLS - A short-term U.S. government security, also known as a T-bill, issued in minimum denominations of $10,000 with maturities of 13 weeks, 26 weeks and 52 weeks. T-bills bear no specific interest rate. They are sold at a discount to face value; their yield, therefore, varies with the difference between the purchase price and the value at maturity.

TREASURY BOND - Long-term, coupon-bearing U.S. government security, usually issued in denominations of $1,000 or more and having maturities of 10 or more years. Interest is paid every six months at a rate of one-half the annual coupon; principal is paid at maturity.

TREASURY NOTES - Medium-term, coupon-bearing U.S. government security, usually issued in denominations of $1,000 or more and having maturities of one to 10 years. Interest is paid every six months at a rate of one-half the annual coupon; principal is paid at maturity.

TRUSTEE OR TRUST COMPANY OR TRUST DEPARTMENT OF A BANK – A financial institution with trust powers which acts in a fiduciary capacity for the benefit of the bondholders in enforcing the terms of the bond contract.

UNDERWRITER - A dealer which purchases a new issue of municipal securities for resale.

UNIFORM NET CAPITAL RULE - SEC requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called *net capital rule* and *net capital ratio*. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

U.S. GOVERNMENT AGENCY OBLIGATIONS (AGENCIES) - Securities issued by federal agencies other than the U.S. Treasury including: the Government National Mortgage Association (GNMA or Ginnie Mae), Small Business Administration (SBA), General Services Administration (GSA) and Federal Housing Administration (FHA). Some investors include debt instruments issued by government-sponsored corporations and related instrumentalities in the term "agencies." However, technical differences make this usage incorrect. In most cases, the U.S. government explicitly guarantees principal and interest of agency debt but not debt of instrumentalities and government sponsored corporations.

U.S. GOVERNMENT INSTRUMENTALITY OBLIGATIONS (INSTRUMENTALITIES) - Securities issued by government-sponsored corporations including: the Student Loan Marketing Association (Sallie Mae), World Bank, Federal National Mortgage Association (Fannie Mae), Federal Farm Credit Banks (FFCB), Federal Home Loan Mortgage Association (Freddie Mae) and Federal Home Loan Banks (FHLB). Principal and interest are guaranteed only by the corporations, not the U.S. government.

WEIGHTED AVERAGE MATURITY (WAM) - The average maturity of all the securities that comprise a portfolio that is typically expressed in days or years.

YIELD - The rate of annual income returned on an investment, expressed as a percentage. (a) Income Yield is obtained by dividing the current dollar income by the current market price for the security. (b) Net Yield or Yield to Maturity is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

YIELD CURVE - A graphic representation that shows the relationship at a given point in time between yields and maturity for bonds that are identical in every way except maturity.

ZERO-COUPON SECURITY (ZEROS) - A security on which all interest is paid in a lump sum at maturity, thus eliminating the reinvestment risk of interest paid out over the life of the security. Prices are extremely interest rate sensitive and volatility increases with maturity (See also "zero-coupon treasury bonds").

ZERO-COUPON TREASURY BOND - Security formed by stripping coupons from a treasury bond so that an investor can buy a single coupon or the principal payment at present value. Market risk is high, particularly for longer maturities. Variations include STRIPS (Separate Trading: of Registered Interest and Principal), CATS (Certificate of Accrual on Treasury Securities), TIGRS (Treasury Income Growth Receipts) and others.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: FY 2026/27 Community Facilities Districts Bond Debt Service Fund Budgets and Collection of Special Taxes on the 2026/27 Tax Roll

Date: June 9, 2026

Submitted By: Megan Bressem, Management Analyst
Daniel Choe, Administrative Services Deputy Director

Department: Administrative Services - Finance

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Adopting Budgets for Community Facilities Districts Bond Debt Service Funds for Fiscal Year 2026/27.
B. Adopt a Resolution of the City Council of the City of Rocklin Requesting the Collection of Special Taxes on the 2026/27 Tax Roll.

Background:

The Fiscal Year (FY) 2026/27 budgets for the Special Tax District Bond Debt Service Funds are prepared and transmitted to the City Council for adoption. Revenues are derived from special taxes placed on the County property tax rolls; expenses include debt service payments and administrative costs. Staff ensures that all districts maintain sufficient reserves to guarantee timely payments. Staff recommends adopting Resolution A to approve the FY 2026/27 budgets for the bond debt service funds of Community Facilities Districts (CFD) No. 6, No. 8, No. 9, No. 10 and No. 11, enabling the collection of necessary revenue for debt service payments and administrative costs.

For the collection of special taxes, assessments, liens, and other charges on behalf of the City, Placer County requires the City to warrant the legality of these charges and to defend and indemnify the County against any legal challenges. Staff recommends adopting Resolution B to meet this requirement and to request the Placer County Auditor-Controller to include these collections on the County 2026/27 tax rolls for CFDs No. 1, No. 5, No. 6, No. 10, and No. 11, and the City of Rocklin Park Development and Maintenance Taxes.

FY 2026/27 will be the final budget year for CFDs No. 6, 8, and 9. The debt service obligations were fully paid in the fall of FY 2025/26. The budgeted funds for FY 2026/27 will be used for audit and reporting expenses and any remaining activities necessary to formally close out the bonded districts, including final financial reporting, required filings, records management, and other administrative tasks associated with completing the bond financing process.

Fiscal Impact:
Adoption of the recommended resolutions will allow special taxes to be levied and collected to pay for bond debt service and services provided in the City's special districts.

ATTACHMENTS:
1. Resolution A - Special District Budgets
2. Resolution B - Collection of Special Taxes

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ADOPTING BUDGETS FOR COMMUNITY FACILTIES DISTRICTS
BOND DEBT SERVICE FUNDS FOR FISCAL YEAR 2026/27

WHEREAS, the City Council has committed to annually adopt a budget for all of the City's Community Facilities Districts Bond Debt Service Funds.

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

Section 1. The budget for Rocklin Community Facilities District No. 6 (Sunset West-Drainage) Bond Debt Service Fund for fiscal year 2026/27 is hereby adopted as set forth in the attached hereto as Exhibit A and incorporated herein by this reference.

Section 2. The budget for Rocklin Community Facilities District No. 8 (Sunset West-Park Drive) Bond Debt Service Fund for fiscal year 2026/27 is hereby adopted as set forth in the attached hereto as Exhibit B and incorporated herein by this reference.

Section 3. The budget for Rocklin Community Facilities District No. 9 (Sunset West-West/Blue Oaks) Bond Debt Service Fund for fiscal year 2026/27 is hereby adopted as set forth in the attached hereto as Exhibit C and incorporated herein by this reference.

Section 4. The budget for Rocklin Community Facilities District No. 10 (Whitney Ranch) Bond Debt Service Fund for fiscal year 2026/27 is hereby adopted as set forth in the attached hereto as Exhibit D and incorporated herein by this reference.

Section 5. The budget for Rocklin Community Facilities District No. 11 (Sierra College Interchange) Bond Debt Service Fund for fiscal year 2026/27 is hereby adopted as set forth in the attached hereto as Exhibit E and incorporated herein by this reference.

PASSED AND ADOPTED this 9th day of June, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A

Stanford Ranch Community Facilities District No. 6
(Sunset West-Drainage)
Bond Debt Service Fund Budget
Fiscal Year 2026/27

		FY 2026/27 Budget
Debt Service Fund:		
Special Tax Revenues		$ 0
Interest Income		$ 0
Total Revenue		$ 0
Expenditures		
Principal Payment	($ 0)	
Interest Payment	($ 0)	
Administration Fees	($ 2,800)	
County Special Tax Collection Fee	($ 0)	
Total Expenditures:		($ 2,800)
Results of Operations:		($ 2,800)
Estimated Available Fund Balance 7/1/26:		$ 2,800
Estimated Available Fund Balance 6/30/27:		$ 0

The final debt service payment was made in fall of FY 2025/26. The budgeted expenditures for FY 2026/27 will be used for any necessary costs required to close out the debt service related to this bonded district.

Exhibit B

Rocklin Community Facilities District No. 8
(Sunset West-Park Drive)
Bond Debt Service Fund Budget
Fiscal Year 2026/27

		FY 2026/27 Budget
Debt Service Fund:		
Special Tax Revenues		$ 0
Interest Income		$ 0
Total Revenue		$ 0
Expenditures		
Principal Payment	($ 0)	
Interest Payment	($ 0)	
Administration Fees	($ 6,900)	
County Special Tax Collection Fee	($ 0)	
Total Expenditures:		($ 6,900)
Results of Operations:		($ 6,900)
Estimated Available Fund Balance 7/1/26:		$ 6,900
Estimated Available Fund Balance 6/30/27:		$ 0

The final debt service payment was made in fall of FY 2025/26. The budgeted expenditures for FY 2026/27 will be used for any necessary costs required to close out the debt service related to this bonded district.

Exhibit C

Rocklin Community Facilities District No. 9
(Sunset West-West/Blue Oaks)
Bond Debt Service Fund Budget
Fiscal Year 2026/27

		FY 2026/27 Budget
Debt Service Fund:		
Special Tax Revenues		$ 0
Interest Income		$ 0
Total Revenue		$ 0
Expenditures		
Principal Payment	($ 0)	
Interest Payment	($ 0)	
Administration Fees	($ 4,500)	
County Special Tax Collection Fee	($ 0)	
Total Expenditures:		($ 4,500)
Results of Operations:		($ 4,500)
Estimated Available Fund Balance 7/1/26:		$ 4,500
Estimated Available Fund Balance 6/30/27:		$ 0

The final debt service payment was made in fall of FY 2025/26. The budgeted expenditures for FY 2026/27 will be used for any necessary costs required to close out the debt service related to this bonded district.

Exhibit D

Rocklin Community Facilities District No. 10
(Whitney Ranch)
Bond Debt Service Fund Budget
Fiscal Year 2026/27

		FY 2026/27 Budget
Debt Service Fund:		
Special Tax Revenues		$ 3,040,800
Interest Income		$ 80,400
Total Revenue		$ 3,121,200
Expenditures		
Principal Payment	($1,590,000)	
Interest Payment	($1,862,800)	
Administration Fees	($ 67,400)	
County Special Tax Collection Fee	($ 30,400)	
Total Expenditures:		($3,550,600)
Results of Operations:		($ 429,400)
Estimated Available Fund Balance 7/1/26:		$ 4,451,400
Estimated Available Fund Balance 6/30/27:		$ 4,022,000

Balance includes amounts available for upcoming fall debt service payments.

Exhibit E

Rocklin Community Facilities District No. 11
(Sierra College Interchange)
Bond Debt Service Fund Budget
Fiscal Year 2026/27

		FY 2026/27 Budget
Debt Service Fund:		
Special Tax Revenues		$ 582,500
Interest Income		$ 25,700
Total Revenue		$ 608,200
Expenditures		
Principal Payment	($ 430,000)	
Interest Payment	($ 114,100)	
Administration Fees	($ 23,300)	
County Special Tax Collection Fee	($ 5,800)	
Total Expenditures:		($ 573,200)
Results of Operations:		$ 35,000
Estimated Available Fund Balance 7/1/26:		$ 1,048,900
Estimated Available Fund Balance 6/30/27:		$ 1,083,900

Balance includes amounts available for upcoming fall debt service payments.

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
REQUESTING THE COLLECTION OF SPECIAL TAXES
ON THE 2026/27 TAX ROLL

WHEREAS, the County of Placer requires, as a condition of the collection of taxes, assessments, liens and other charges on behalf of the City that the City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof.

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

Section 1. The Auditor-Controller of Placer County is requested to attach for collection on the County 2026/27 tax rolls the following:

a. City of Rocklin Community Facility District No. 1 special taxes ("Taxes") as set forth in Rocklin City Council Resolution No. 86-102 and Ordinance No. 802;
b. City of Rocklin Community Facility District No. 5 special taxes ("Taxes") as set forth in Resolution No. 96-255 and Ordinance No. 805;
c. City of Rocklin Community Facility District No. 6 special taxes ("Taxes") as set forth in Resolution No. 98-286 and Ordinance No. 792;
d. City of Rocklin Community Facility District No. 10 special taxes ("Taxes") as set forth in Resolution No. 2005-81 and Ordinance No. 895;
e. City of Rocklin Community Facility District No. 11 special taxes ("Taxes") as set forth in Rocklin City Council Resolution No. 2006-299; and
f. City of Rocklin Park Development and Maintenance Taxes as set forth in Rocklin City Council Resolution No. 2018-298, Resolution No. 2009-186, Resolution No. 98-172, and Ordinance No. 7.

Section 2. The City warrants and represents that the Taxes comply with all requirements of state law, including, but not limited to, Articles XIIIC and XIIID of the California Constitution (Proposition 218).

Section 3. The City releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments in any manner arising out of the collection by County of any of the Taxes on behalf of City.

Section 4. The City agrees to and shall defend, indemnify, and hold harmless the County, its officers, agents, and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments in any manner arising out of the collection by County of any of the Taxes requested to be collected by County for City, or in any manner arising out of City

establishment and imposition of said Taxes. City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of the Taxes, the County may offset the amount of the judgment from any other monies collected by the County on behalf of the City, including property taxes.

Section 5. The City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to City by County from any person concerning the City's taxes, and that City will not refer such persons to County officers and employees for response.

Section 6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, as provided by Government Code sections 29304 and 51800.

Section 7. Any budgetary actions necessary to realign the special tax levy set forth herein and to provide services to the Community Facilities Districts in the FY 2026/27 Operating Budget for the applicable Districts are hereby approved.

PASSED AND ADOPTED this 9th day of June, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Fiscal Year 2026/27 Cooperative Purchase Agreements for Goods and Services

Date: June 9, 2026

Submitted By: Megan Bressem, Management Analyst
Daniel Choe, Administrative Services Deputy Director

Department: Administrative Services - Finance

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Purchase Goods and Services through Cooperative Purchase Agreements for Fiscal Year 2026/27.

Background:
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 identified vendors providing these goods and services under cooperative purchasing programs and estimated the anticipated costs for Fiscal Year (FY) 2026/27.

The City has arrangements and 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.

Rocklin Municipal Code sections 3.04.090 (C.) and (D.) specifically allow for the use of cooperative purchasing programs utilizing purchasing agreements maintained by other governmental agencies.

Vendors that staff anticipate utilizing in FY 2026/27 are listed in Exhibit A to the Resolution. The list includes the total not-to-exceed amount for FY 2026/27 by vendor, the cooperative purchase agreements to be utilized, and a description of the goods and services to be procured. These expenses are also included in the FY 2026/27 Operating Budget. The total not-to-exceed amount for all vendors is $3,140,000.

Staff recommends the City Council adopt a resolution to authorize the City Manager to purchase goods and services through cooperative purchasing programs to allow for ongoing purchasing at competitively bid prices with the listed vendors for FY 2026/27.

Fiscal Impact:
There is no additional fiscal impact to the staff recommendation. Purchasing through these cooperative agreements are made on an as-needed basis and charged to various departments and funds, provided sufficient funds are available in those respective departments/funds in the FY 2026/27 Operating Budget.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Cooperative Purchasing Agreements

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING THE CITY MANAGER TO PURCHASE GOODS AND SERVICES THROUGH COOPERATIVE PURCHASE AGREEMENTS FOR FISCAL YEAR 2026/27

WHEREAS, the City of Rocklin has arrangements/memberships with a number of cooperative purchasing programs that allow member agencies to aggregate individual purchasing power and achieve greater volume discounts than what would be available as a stand-alone agency; and

WHEREAS, 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; and

WHEREAS, Rocklin Municipal Code Sections 3.04.090 (C.) and (D.) allow for the City to purchase goods and services through cooperative purchasing arrangements and piggyback contracts maintained by other governmental agencies, provided authorization is granted; and

WHEREAS, staff reviewed historical citywide expenditures for vendors of goods and services associated with cooperative purchasing programs, and identified vendors anticipated to be utilized in Fiscal Year (FY) 2026/27 (Exhibit A); and

WHEREAS, in order to increase efficiency and streamline the purchasing process, staff is requesting Council approve and authorize the City Manager to purchase goods and supplies through cooperative purchase agreements, in an amount not to exceed $3,140,000 for FY2026/27; and

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

Section 1. The recitals are true and correct and are incorporated herein by reference.

Section 2. The City Council hereby approves and authorizes the City Manager to utilize the cooperative purchase agreements set forth in Exhibit A, attached hereto to execute one or more contracts, including amendments, and including retroactive contracts or amendments, to purchase goods, services, or both through other government agency competitively bid contracts within the scope of the description set forth in Exhibit A or as otherwise provided by the Cooperative Purchase Agreements listed in Exhibit A, provided that no single contract or transaction may exceed $75,000, 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 amounts set forth in Exhibit A.

PASSED AND ADOPTED this 9th day of June, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A

Cooperative Purchase Agreements by Vendor and Amount for FY 2026/27

Vendor	Not-to-Exceed Amount	Cooperative Purchase Agreement	Description
Amazon Services, LLC/ Amazon.com Service LLC dba Amazon Business	$150,000	OMNIA Partners #LS4679 OMNIA Partners #R-TC-17006	Office supplies and general department supplies
American Office Products Distributors, Inc. (AOPD)/Walker's Office Supplies	$100,000	OMNIA Partners #158057	Office supplies and furniture, and general department supplies
AT&T Corporation/AT&T Enterprises, LLC	$300,000	CALNET NextGen Statewide Contracts: #C4-LEG-12-10-TS-01 #C4-DNCS-19-001-40 #C4-CVD-19-001-04 #C3A2FN9-18	Telecommunication services, including but not limited to FirstNet broadband network for first responders
CDW Government, LLC	$300,000	OMNIA Partners #23-6692-02 OMNIA Partners #R250601 OMNIA Partners #R220801 OMNIA Partners #2024056-01	Security and software solutions renewals, network switches and IT-related equipment.
Curtis Blue Line/L.N. Curtis dba Curtis Blue Line	$85,000	NPPGov #PS25730 NPPGov #PS24020 Sourcewell #090122-LNC	Uniforms and bullet-proof vests
Dell Marketing LP	$150,000	NASPO ValuePoint #7-23-70-55-01	Software solutions renewals, Dell hardware warranty renewals, IT equipment, including but not limited to various IT licenses, desktop & monitor purchases, etc.
General Motors, LLC/General Motors Customer Care & Aftersales/Future Chevrolet of Sacramento	$90,000	Sourcewell #080124-GNL	Parts and supplies for fleet vehicles

Vendor	Not-to-Exceed Amount	Cooperative Purchase Agreement	Description
Genuine Parts Company, dba NAPA Auto Parts	$90,000	Sourcewell #100124-GPC NASPO ValuePoint #7-21-99-41-02	Parts and supplies for fleet vehicles
Goodyear Tire/Goodyear Tire & Rubber Company	$85,000	CMAS #1-23-26-01C NASPO ValuePoint #24155 Sourcewell #051525-GTC	Tires
Hunt & Sons, Inc.	$500,000	SACOG #CT250004	Fuel
L.N. Curtis and Sons	$80,000	NPPGov #PS26220	Turnout gear, PPE, and equipment
Motorola Solutions, Inc.	$280,000	NASPO ValuePoint #00318 H-GAC #EC07-23 9-1-1 H-GAC #RA05-21 Statewide Contract CaleProcure #STPD-SW-1311-01	Communications equipment, handheld and in-vehicle radios for public safety departments
Nutrien Ag Solutions, Inc.	$150,000	Pavilion #MA-080-22010352	Parks and landscape fertilizer, herbicide, and seed
Oshkosh Corporation/Pierce Manufacturing Inc. (Golden State Fire Apparatus, Inc.)	$100,000	Sourcewell #082025-PMI	Vehicle and equipment parts
Pacific Bell Telephone Company dba AT&T DataComm	$300,000	CMAS #3-21-09-1015 CMAS #3-19-70-0255AL CMAS #3-17-70-0255AH CMAS #3-23-12-1014	Cellular service, business telephone lines, legacy radio circuits, analog copper-based services
PlayPower, Inc. - Miracle Recreation/Miracle PlaySystems, Inc./Wabash Valley	$250,000	Sourcewell #101625-PLP	Playground equipment, equipment repairs, and replacement parts
U.S Bancorp dba U.S Bank Corporate Payment Systems/ Voyager Fleet Systems	$130,000	Sourcewell #030625-USB	Fleet Card Program for offsite fueling of fleet vehicles
Total:	**$3,140,000**		

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: LexisNexis Desk Officer Reporting System (DORS) Ratification

Date: June 9, 2026

Submitted By: Chad Morris, Captain
Rustin Banks, Police Chief

Department: Police

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Ratifying the Agreement and Order Numbers 1 and 2 for Services with LexisNexis Risk Solutions.

Background:
The Rocklin Police Department (RPD) began its contractual relationship with LexisNexis Risk Solutions in May of 2020 to provide various software and licensing services. The primary product, Desk Officer Reporting System (DORS), enhances community service with efficient online reporting by citizens. DORS provides Rocklin residents with a safe, no in-person contact option through online reporting of various non-emergency incidents like identify theft, lost property, theft, harassment, and vandalism. The agreement for services started on May 12, 2020, for an initial term of twenty-four (24) months. It automatically renews for additional twelve (12) month periods until either Party provides written notice to the other Party to terminate. RPD continues to utilize this valuable reporting tool.

This agreement has not been previously presented to City Council for consideration; however, due to the spending authority limits of the Rocklin Municipal Code (RMC), staff is bringing the item for ratification at this time. Additionally, there is an outstanding balance due to LexisNexis Risk Solutions for Fiscal Year 2025/26 totaling $17,300. RPD desires to continue services under this existing evergreen contract from LexisNexis Risk Solutions for a reasonable period of time in which the Department can re-bid this service and/or provide adequate notification for terminating the service in totality.

RMC Sections 3.04.090(E)(15), 3.04.100(D)(1) and (G) apply to this Agreement in which the City Council may waive by majority vote the requirements of the Procurements and Contracts Chapter if it finds to do so is in the City's best interest and extend term limits greater than five years. Good cause exists for this contract to be ratified and extend beyond five years to ensure continuity of essential crime reporting services to our citizens directly to the Police Department, for administrative efficiencies, and time and cost savings to the City. The City Council retains all contracting authority it has not otherwise specifically delegated.

Staff recommends the City Council adopt the resolution ratifying the agreement and Orders Number 1 and Number 2, and authorizing payment of the outstanding balance.

Fiscal Impact:
There is no additional fiscal impact. Sufficient funds are available in the Fiscal Years 2025/26 & 2026/27 Operating Budget within the General Fund (Fund 100). Any additional funding needed in future fiscal years will be appropriated, provided sufficient funds are available in the adopted budgets for the applicable fiscal years.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Order Nos. 1 & 2 LexisNexis DORS

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
RATIFYING THE AGREEMENT AND ORDER NUMBERS 1 AND 2
FOR SERVICES WITH LEXISNEXIS RISK SOLUTIONS

WHEREAS, the Police Department has received and continues to receive various software and licensing services from LexisNexis pursuant to a "Law Enforcement Agreement," Order No. 1 "eCommerce Services," Order No. 2 "LexisNexis Desk Officer Reporting System (DORS) (collectively the Agreement) since May 12, 2020; and

WHEREAS, DORS is a controlled-access, online citizen reporting system which allows citizens convenient access to report an incident online 24 hours a day, 7 days a week, and 365 days a year; and

WHEREAS, the original term of the Agreement was for twenty-four (24) months with automatic renewals of additional twelve (12) month periods (Renewal Term), unless timely terminated in writing by either party prior to the start of a renewal term or by City due to non-appropriation of funds, in accordance with the Agreement's terms; and

WHEREAS, the Police Department has continued to utilize the services satisfactorily from LexisNexis without interruption; and

WHEREAS, the Agreement has not previously been presented to the City Council for approval; and

WHEREAS, the total outstanding cost of services between July 1, 2025 through June 30, 2026 as invoiced by LexisNexis to the City under the Agreement is $17,300; and

WHEREAS, ratification of the existing contract will allow continued seamless utilization of necessary public safety services between the community and the Police Department through LexisNexis's Desk Officer Reporting System service; and

WHEREAS, the scope and types of services provided by the Agreement have not been the subject of a new competitive procurement during the term of the Agreement and therefore, the Police Department will conduct a competitive procurement as soon as reasonably practicable in accordance with the Rocklin Municipal Code for the scope and types of services provided by the subject Agreement; and

WHEREAS, based on the circumstances and for the reasons described herein, the City Council may approve and ratify the Agreement in accordance with Rocklin

Municipal Code section 3.04.090(E)(15), 3.04.100(D)(1) and (G), and authorize payment of the outstanding balance to LexisNexis; and

WHEREAS, Rocklin Municipal Code (RMC) 3.04.090(E)(15), the City Council may waive by majority vote the requirements of the Procurements and Contracts Chapter if it finds that to do so is in the City's best interests and in this case, the continued seamless access to and receipt of services is in the City's best interests so as to avoid disruption to the Police Department's operations; and

WHEREAS, under RMC 3.04.100(D)(1), the City Council retains all contracting authority it has not otherwise already specifically delegated.

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

Section 1. Each Recital is true and correct and is hereby incorporated by reference.

Section 2. The City Council ratifies the Agreement with LexisNexis, attached and incorporated hereto as Resolution Exhibit A ("Law Enforcement Agreement, Order No. 1 eCommerce Services & Order No. 2 LexisNexis Desk Officer Reporting System (DORS)). The City Council also authorizes payment for services in the amount of $17,300 for the period of July 1, 2025 through June 30, 2026.

PASSED AND ADOPTED this 9th day of June, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

LexisNexis® | Coplogic™ Solutions

Order No. 2

LexisNexis® Desk Officer Reporting System (DORS)

This Order No. 2 ("Order") is entered into this 12th day of May, 2020 ("Order Effective Date") between City of Rocklin - Rocklin Police Department ("Agency") and LexisNexis Coplogic Solutions Inc. ("Provider") and subject to the terms and conditions of the Law Enforcement Agreement effective 5/12/20 ("Agreement") between the Parties.

1 **TERMS AND CONDITIONS.**

All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.

2 **DESCRIPTION OF SERVICES.**

Provider, as part of its business has developed and makes available to law enforcement entities an online citizen reporting system called LexisNexis® Desk Officer Reporting System ("DORS") enabling individuals, retail companies and other organizations to file reports, crime tips and other forms online to law enforcement.

3 **SCOPE OF SERVICES.**

Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services described below subject to Agency's technology capabilities, processes, and work-flow functionality.

3.1. Services. DORS uses the J2EE standard. DORS is designed to gather information on incidents from a member of the general public (user) via an SSL connection. DORS will issue a temporary report number to the user and place the temporary report into an administrative holding area for review and modification by appropriate Agency administrator. An email is generated to the user that the report has been submitted. The Agency administrator logs in via an SSL connection and approves, rejects, edits or prints reports as appropriate. Rejecting a report deletes it from the DORS system and sends an appropriate email to the user. Approving the report issues a number, places it in a queue to be exported (as determined during implementation), and sends an appropriate email to the user. The Agency administrator and user can download the approved report and/or print the approved report out. Provider shall provide Report retention and distribution services as set forth in in Section 5 of the Agreement, including an on-line Report distribution website such as LexisNexis® PoliceReports.com (or its successors).

3.2 Setup and Access.

Agency Responsibilities.

a) Coordinate with Provider to establish dates for deployment within the DORS implementation schedule tab;
b) Provide images for (i) website header image (ii) temporary citizen report image and (iii) final printed PDF report image;
c) Load provided HTML pages onto Agency website which links to Provider's servers for the Services;
d) Provide Provider with the schema for the desired file format and/or database schema;

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e) Enable Provider read /write access and test environment with current configuration
f) Enable Provider VPN access to the exporter, RMS application(s), and other information required for report bridge installation;
g) Provide timely responses to Provider's questions, which may arise during the setup and configuration process.

Provider Responsibilities.

a) Coordinate with Agency to establish schedule for deployment within the DORS implementation schedule tab.
b) Register Agency within Provider's network and load Agency provided images into Agency's implementation of DORS.
c) Provide Agency with administrator password and credentials for the Services.
d) Provide Agency with sample operational directives, deployment strategies and sample press release.
e) Provide Agency with suggestions for the successful deployment of the Services.
f) Provide Agency with instructions on the easy setup of a kiosk for Agency's headquarters lobby, etc.

Completion Criteria.
This task is considered complete after Provider has delivered listed materials.

3.3. Configuration.

Agency Responsibilities.

a) Coordinate with Provider for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
b) Using the administrator account, login in and configure the code tables, crime types, user account, and dynamic content for Agency.
c) Test the optional interface with the RMS application.
d) Review resulting files with Provider, document any problems, and collaborate with Provider on a plan for corrective action(s).
e) Provide necessary files for RMS integration.

Provider Responsibilities

a) Coordinate with Agency for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
b) Configure export routine for the optional RMS Interface with information provided.
c) Review resulting files with Agency, document any problems, and collaborate with Agency on a plan for corrective action(s).

Completion Criteria

This task is considered complete when the DORS is accessible on Provider's web server and reports can be filed and interfaced into the RMS (optional).

3.4. Support and Maintenance. Provider will provide Support and Maintenance Services in accordance with the terms and conditions set forth in Section 3 of the Agreement.

4. TERM AND TERMINATION.

This Order shall commence upon the Order Effective Date and shall continue for an initial term of twenty-four (24) months ("Initial Term"), whereupon this Order shall automatically renew for additional twelve (12) month periods

("Renewal Term") unless either Party provides written notice to the other Party, at least forty five (45) days prior to the expiration of the Renewal Term. This Order may be terminated in accordance with Section 6 of the Agreement, Termination.

5. FEES AND PRICE ADJUSTMENTS.

The Fees for the Services shall be subject to the terms set forth in Section 4 of the Agreement.

5.1. The Agency Fee is Zero Dollars and 00/100 ($0.00)

5.1.1.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:

5.1.1.2. When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

5.1.1.3. When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or

5.1.1.4. When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or

5.1.1.5. When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

5.2 Monthly Services. Fees. Agency shall pay a monthly license Fee for the Services which includes Support and Maintenance Services. Fees for the Services for the Initial Term shall be One Thousand Three Hundred and Fifteen Dollars and 00/100 ($1,315.00) per month ("Monthly Fee). All Fees shall be invoiced monthly by Provider beginning on the Order Effective Date. Notwithstanding the above, in the event the Agency decides to pay the monthly license Fee for the Services on an annual basis, the Agency shall pay Fifteen Thousand Seven Hundred and Eighty Dollars and 00/100 ($15,780.00) for the Initial Term ("Annual Fee"). The Annual Fee shall be invoiced by Provider according to the Agreement and due on the annual anniversary of the Order Effective Date.

INWITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **City of Rocklin**

Signature: _____

Printed Name: STEVE RUDOLPH

Title: CM

Date: 5/12/20

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Printed Name: William S. Madison

Title: Executive Vice Prsident

Date: 05/19/2020

Approved as to form:

_____

City Attorney

LexisNexis® | Coplogic™ Solutions

Order No. 1 eCommerce Services

This Order No. 1 **("Order")** is entered into this 12 day of MAY, 2020 **("Order Effective Date")** between City of Rocklin - Rocklin Police Department ("Agency") and LexisNexis Coplogic Solutions Inc. ("Provider") and subject to the terms and conditions of the Law Enforcement Agreement effective 5/12 2020 ("Agreement") between the Parties.

1. **TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.

2. **DESCRIPTION OF SERVICES.** Provider, as part of its business, has developed web based portal(s) to distribute Reports to Authorized Requestors and other authorized entities online. In exchange for the Services provided to Agency, Agency agrees that Provider shall have the sole and exclusive right to sell the Agency's crash reports online and to distribute data extracted from the Reports via Provider's eCommerce portal(s), LexisNexis® Police Reports.com, or its successor(s), in a manner that is permitted by California law. Agency retains the rights to fulfill requests for Reports made pursuant to state freedom of information laws and in response to subpoenas, court orders, or requests from other law enforcement agencies.

3. **SCOPE OF SERVICES.** Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services subject to Agency's technology capabilities, processes, and work-flow functionality:

   3.1. Access to an online agency administration portal to view Reports, generate analytics, and obtain information related to Agency's Reports;

   3.2. Establish a communication protocol to electronically or manually transfer Reports in a timely manner from Agency to Provider; and

   3.3. Provide Report retention and distribution services as set forth in Section 5 of the Agreement.

4. **TERM AND TERMINATION.** This Order shall commence upon the Order Effective Date and shall continue for an initial term of twelve (12) months ("Initial Term"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("Renewal Term") unless either Party provides written notice to the other Party, at least sixty (60) days prior to the expiration of the Renewal Term. This order may be terminated in accordance with the termination provision, Section 6 of the Agreement.

5. **FEES.** Pursuant to Section 4 of the Agreement, the Agency Fee is Zero Dollars and 00/100 ($0.00}. There shall be no fee to Agency for the Services.

   5.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:

   a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

   b) When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or

   c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal

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set forth on the applicable Order; or

d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requester provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requester has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all Reports requested by Agency Requesters shall be provided free of charge.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **City of Rocklin**

Signature: _____

Printed Name: STEVE RUDOLPH

Title: CM

Date: 5/12/20

Approved as to form:
City Attorney

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Printed Name: William S. Madison

Title Executive Vice President

Date: 05/19/2020

LexisNexis® | Coplogic™ Solutions

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement ("Agreement") is dated 5/12, 2020 ("Effective Date") by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 ("Provider"), and City of Rocklin - Rocklin Police Department, with its principal place of operations at 4080 Rocklin Road, Rocklin, California 95677 ("Agency"). Provider and Agency may be referred to herein individually as a "Party" and collectively referred to as "Parties".

1. SCOPE. Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the "Services") as described in an applicable order to this Agreement ("Order"). The parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a "Report"). "Report" shall also include any associated or supplemental information provided with the Report including agency name, images and upload date, as applicable.

2. LICENSE AND RESTRICTIONS.

2.1 License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

a. Agency shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
b. Agency shall not access or use Services from outside the United States without Provider's prior written approval; and
c. Agency shall not use the Services to create a competing product or provide data processing services to third parties; and
d. Agency's use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
e. Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
f. Agency may not use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
g. Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency's employees who have a need to know such information); and
h. Agency shall not permit any third party (third parties shall not include Agency's employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
i. Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

2.2 Other Restrictions. In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency's use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred Provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.

2.3 Violation of License Terms and / or Restrictions. Agency agrees that, if Provider determines or reasonably suspect that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

3.1. Ongoing Maintenance. Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("Maintenance"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.

3.2. Support Services. Provider will provide ongoing support services for problems, queries or requests for assistance ("Support") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.

3.3. On Site Support. In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred ($2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

4. FEES.

4.1. Fees due to Provider. Any fees due to Provider for Services hereunder shall be specified in an Order ("Fees"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than one hundred twenty (120) days written notice prior to the end of the applicable Order term. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("Dispute"), Agency shall notify Provider in writing and follow the procedures set forth below. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider. If any invoice (or undisputed portion thereof) remains unpaid and not subject to a Dispute after sixty (60) days from the invoice date, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

4.2. Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("Agency Fee") purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center administration portal and/or its successor.

4.2.1. No Agency Fee will be paid with respect to the following:

4.2.1.1. When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (including Reports purchased before the applicable Order Effective Date) and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

4.2.1.2. When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider ; or

4.2.1.3. When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or

4.2.1.4. When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("Convenience Fee") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount Provider may legally charge an Authorized Requestor.

5. RETENTION / DISTRIBUTION. For all Services provided hereunder that involve Reports, Provider will maintain a copy of each Report for a period of no less than seven (7) years from the date of the Report. For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("Authorized Requestors") and other authorized law enforcement entities ("Agency Requestors") in accordance with applicable laws and regulations. Nothing in this Agreement shall prohibit Provider's Affiliates (defined in Section 16.1, "Affiliates" below) from purchasing Reports from the ecommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws and regulations. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the ecommerce portal set forth in the Order.

6. TERMS AND TERMINATION.

6.1 Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2 Termination.

6.2.1 Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.

6.2.2 Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.

6.2.3 Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

6.2.4 In the event funds are not appropriated by the governing body, Agency may terminate this Agreement upon thirty (30) days written notice to Provider. Agency's liability in such an event shall be limited to payments due and owing to Provider for services provided, should funds not be appropriated by its governing body.

6.3 Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be

permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws and regulations.

7. **RELEVANT LAWS.** Each party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

7.1. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.

7.2. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.

7.3. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.

7.4. Privacy Principles. Agency shall comply with the "Provider Data Privacy Principles" available at http://www.lexisnexis.com/privacy/data-privacy-principles.aspx, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.

7.5. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

7.6. Additional Requested Terms and Conditions. Provider acts on behalf of Agency in carrying out Agency's obligations to provide public access to vehicle accident reports under applicable public record laws. Provider will accordingly follow the instruction and direction of Agency in fulfilling requests for Agency's Reports. Should Agency require any specific terms and conditions for the disclosure or use of Reports on Provider's eCommerce web portal beyond the terms and conditions otherwise defined herein, including any conditions relating to compliance with any laws restricting the disclosure, obtainment or use of Agency's Reports, Agency will notify Provider within three (3) business days of Agency's decision. Otherwise, Provider will rely on Agency to determine that all legal conditions relating to the disclosure, obtainment, and use of Agency's Reports have been met when Agency authorizes Provider to disclose Agency's Reports to Authorized Requestors on Provider's eCommerce web portal pursuant to this Agreement.

8. **CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.**

8.1. Definition. "Confidential Information" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include the terms of this Agreement, Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement. Subject to subsection 8.8, Confidential Information also does not include information disclosed by Agency pursuant to the California Publics Records Act.

8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.

8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify

Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.

8.4. Exception for Subpoenas and Court Orders. A Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.

8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's Confidential Information unless retention of such information is required by law, regulation, court order, or other similar mandate.

8.7. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.

8.8. The California Public Records Act ("CPRA") California Government Code Section 6250 et seq. Notwithstanding the above, to the extent that Provider discloses its Confidential Information to Agency, Provider acknowledges that Agency is subject to the CPRA. Provider understands that the public shall have access to public records, unless the records are exempt and/or confidential under applicable law. Prior to any disclosure requested under the CPRA, Agency shall give Provider prompt written notice of such request. Agency shall wait 7 days after giving notice to Provider before disclosing the information, to allow Provider an opportunity to seek judicial relief to protect against disclosure of the information. If information is disclosed pursuant to a request under CPRA, Agency will take reasonable steps to limit any such provision of Confidential Information to the specific information requested. The Parties understand and agree that the failure by Provider to timely respond to the notice provided by Agency may result in the disclosure of the requested information pursuant to CPRA.

9. PROVIDER AUDIT RIGHTS. Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES. Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws and regulations, and further, to comply with all applicable binding orders of any court or regulatory entity and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY. FOR PURPOSES OF THIS SECTION, "PROVIDER" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. INDEMNIFICATION. To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its affiliates, and their officers, directors, employees, and agents (the "indemnified parties") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including

reasonable attorneys' fees), which are asserted against the indemnified parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement by the indemnifying Party, its affiliates, or the officers, agents or employees of such Party (the "indemnifying parties"); (ii) the gross negligence or willful misconduct of the indemnifying Parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Agency, violation of any of the license terms or restrictions contained in this Agreement. The indemnities in this section are subject to the indemnified Parties promptly notifying the indemnifying Parties in writing of any claims or suits.

13. LIMITATION OF LIABILITY. To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant services are made available at no cost to Agency, then in no event shall Provider's liability to Agency under this Agreement exceed one hundred dollars ($100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

14. FORCE MAJEURE. Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of god or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination.

15. NOTICES. All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth (5th) day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other party timely, written notice of its new address in the manner set forth above.

16. MISCELLANEOUS.

16.1 Affiliates. For purposes of this Agreement, "Affiliate" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.

16.2 Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

16.3 Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

16.4 Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16.5 Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.

16.6 Survival. Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.

16.7 Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.

16.8 Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

16.9 Governing Law. The Agreement will be governed by and construed under the laws of the State of California excluding its conflict of law rules.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: **City of Rocklin**

Signature: _____

Printed Name: STEVE RUDOLPH

Title: CM

Date: 5/12/20

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Printed Name: William S. Madison

Title: Executive Vice Predident

Date: 05/19/2020

Approved as to form:
City Attorney

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. **Data Protection.** Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("Account IDs") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.

2. **Agency's Information Security Program.** Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("Agency's Information Security Program"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.

3. **Agency Security Event.** In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "Agency Security Event") Agency shall:

(i) provide immediate written notice to:
   a) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
   b) via email to (security.investigations@lexisnexis.com); or
   c) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and

(ii) promptly investigate the situation; and

(iii) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and

(iv) if required by law, or in Provider' discretion, Agency shall:
   a) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
   b) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and

(v) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and

(vi) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: 2026 Plants and Trees Services Bid Award

Date: June 9, 2026

Submitted By: Richard 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 2026 Plants and Trees Services Project to New Image Landscape Company and Authorizing the City Manager to Execute an Agreement with New Image Landscape Company.

Background:

Funding for tree and plant replacements and/or install is included in the Fiscal Years (FYs) 2025/26 and 2026/27 Operating Budget, approved by the City Council on June 24, 2025. Staff has identified landscape areas in need of these services and went out to bid for these services. This project consists generally of replacing trees and plants within City landscaped right of ways, streetscapes, City parks and around other City owned facilities (see Attachment 4 for Location Map).

The invitation for bids for the 2026 Plants and Trees Services Project was posted on April 10, 2026, with the bid opening on Wednesday, May 6, 2026. Five (5) bids were received, as shown below (see Attachment 3):

CONTRACTOR (LOCATION)	BID
New Image Landscape Company (Fremont)	$109,243.85
PRIDE Industries One, Inc. (Roseville)	$127,371.00
Dominguez Landscape Services, Inc. (Sacramento)	$141,335.00
Nature Builder Landscape Construction, LLC. (Pinole)	$154,261.00
Brightview Landscape Services, Inc. (Rocklin)	$240,981.98

Staff has reviewed the bids for completeness and responsiveness, and determined that New Image Landscape Company submitted the lowest responsible bid. Staff recommends that the City Council award the contract to New Image Landscape Company. Staff also recommends providing the City Manager a contingency amount of fifteen percent (15%) of the contract, in the amount of $16,386.58, as long as adequate appropriations are available, bringing the total authorized project amount to $125,630.43.

Environmental Analysis:
The City of Rocklin's Environmental Coordinator has reviewed the 2026 Plants and Trees Services project and determined that it falls under the previously approved Notice of Exemption for the Citywide Mow Services projects (Resolution 2019-136), and is exempt from review under the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations Section 15301.

Fiscal Impact:
There is no additional fiscal impact as this project is included within the FYs 2025/26 and 2026/27 Operating Budget in the SB325 Sales Tax Fund (Fund 210), the Community Facilities District No. 5 Fund (Fund 232), and the Lighting & Landscape Maintenance District No. 2 Fund (Fund 235).

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Agreement
3. Bid Summary
4. Project Location Map

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE CONTRACT FOR THE 2026 PLANTS AND TREES SERVICES PROJECT TO NEW IMAGE LANDSCAPE COMPANY AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH NEW IMAGE LANDSCAPE COMPANY

WHEREAS, the 2026 Plants and Trees Services project consists generally of replacing trees and plants within city landscaped right of ways, streetscapes, city parks and around other city owned facilities; and

WHEREAS, the invitation for bids was posted on April 10, 2026, with the bid opening Wednesday, May 6, 2026, 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 $109,243.85, submitted by New Image Landscape Company, and staff recommends that the contract for the project be awarded to New Image Landscape Company; and

WHEREAS, a contingency amount of fifteen percent (15%) of the contract, in the amount of $16,386.58, is awarded by the City Council, and the City Manager is authorized to utilize these funds as long as adequate appropriations are available, bringing the total authorized project amount to $125,630.43; and

WHEREAS, funding for this project is included in the FY 2025/26 and 2026/27 Operating Budget in the Community Facilities District 5 Fund (Fund 232), the SB 325 Sales Tax Fund (Fund 210), and the Lighting & Landscape Maintenance District No. 2 Fund (Fund 235).

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

Section 1. The recitals set forth above are true and correct.

Section 2. The City Council hereby awards the contract for the 2026 Plants and Trees Services to New Image Landscape Company, in an amount not-to-exceed $109,243.85 and authorized the City Manager to execute the Agreement with New Image Landscape Company, in substantially the form attached hereto as Exhibit “A.”

Section 3. The City Council hereby authorizes the City Manager the authority to approve any reasonably necessary change orders or amendments to the agreement with New Image Landscape Company for the 2026 Plants and Trees Services Project for the additional contingency amount of up to $125,630.43.

PASSED AND ADOPTED this 9th day of June, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of June 9, 2026, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called the "City"), and **NEW IMAGE LANDSCAPE COMPANY,** a Corporation (hereinafter called "Contractor"). The effective date of this Agreement shall be the last date it has been signed by both parties.

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 (including the Bid Guaranty), Agreement, the Performance Bond, the Payment Bond, Escrow Agreement for Security Deposits in Lieu of Retention (if used), Guarantee Form, the General Conditions, the Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Contract Drawings, 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, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or 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.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Conditions 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 the City, all the Work required for the Contract for the Project entitled: **2026 PLANTS AND TREES SERVICES**

V. CONTRACT AMOUNT AND PAYMENTS

The City agrees to pay and Contractor agrees to accept, in full payment for the above work, **One Hundred Nine Thousand, Two Hundred Forty-Three Dollars and Eighty-Five Cents ($109,243.85)** 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 Conditions.

VII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this Contract, the City shall charge any sum of money against Contractor, the 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 Contractor from the City. If, on completion or termination of the Contract, sums due Contractor are insufficient to pay the City's charges against Contractor, the City shall have the right to recover the balance from Contractor or his sureties.

VIII. TIME OF COMPLETION

A. The Work shall be performed and brought to completion in accordance with the Contract Documents for a period of one (1) calendar year, commencing on the date of award, June 9, 2026 and ending June 9, 2027.
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

The 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 Conditions.

X. NO WAIVER OF REMEDIES

A. Neither the inspection by the 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 the City, nor any extensions of time, nor any position taken by the City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to the 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 the City shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

A. The City and Contractor recognize the City will suffer financial loss if all or any part of the Work is not completed within the times set forth in the Contract Documents, plus any extensions thereof allowed in accordance with the Contract Documents. The actual fact of the occurrences of damages and the actual amount of the damages which the 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 the 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. RESERVED (INTENTIONALLY LEFT BLANK)

XIII. 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 and/or Contractor's control over the Work 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 5.25 of the General Conditions, 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 its surety according to the provisions of Section 5.25 of the General Conditions.

B. The City shall have the right to complete, or cause completion of the work, all as specified in the General Conditions.

XV. PERFORMANCE AND PAYMENT BONDS

A. 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 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 Sum.

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 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. The 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 the 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.

XXI. UNENFORCEABILITY OF ANY PROVISIONS

Should any part, term or provision of this Agreement or any of the Contract Documents, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law.

XXII. CHOICE OF LAW; VENUE

This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Placer, State of California, and governed in all respects by California law, without regard to choice of law principles. The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court of the State of California for the County of Placer. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue.

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	Date
Signature	Signature
Print Name	Print Name
Title	Title

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager	Date

APPROVED AS TO FORM:

DeeAnne Gillick, Assistant City Attorney	Date

ATTEST:

Avinta Singh, City Clerk	Date

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 H

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 I

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 J

WORKERS' COMPENSATION INSURANCE CERTIFICATION
(To be Submitted with Construction Agreement)

TO THE CITY OF ROCKLIN:

The undersigned does hereby certify that he/she 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 K

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into this ___ day of _____, 20__, by and between _____ the City of Rocklin (hereafter called "Owner"), whose address is _____, _____ hereinafter called "Contractor" whose address is _____,and_____ hereinafter called "Escrow Agent", whose address is _____, _____,.

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 Owner and Contractor for (in the amount of) _____dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify 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 Owner and Contractor. Securities shall be held in the name of the City of Rocklin, and shall designate the Contractor as the beneficial owner.

2. 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 Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when 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 Owner. These expenses and payment terms shall be determined by 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 Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to 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 Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. Owner shall have a right to draw upon the securities in the event of default by Contractor. Upon seven days' written notice to the Escrow Agent from Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.

8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and 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 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, 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 L

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 Conditions, 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.

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 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 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
SEALED BID

(MUST BE SIGNED BY BIDDER)

Sealed Bids will be received not later than 1:00 p.m. on Wednesday, April 22, 2026, 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

2026 PLANTS AND TREES SERVICES

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	Estimated Quantity	Unit	Unit Price	Total
1	**1 GALLON PLANTS**				
1A	ARCTOSTAPHYLOS U./ EMERALD CARPET	350	EA	$19.45	$6,807.50
1B	ACACIA REDOLENS 'DESERT CARPET' / BANK CATCLAW	350	EA	$18.85	$6,597.50
1C	GOLDEN AUONYMUS (AUREOMARGINATUS)	100	EA	$19.00	$1,900.00
1D	TRACHELOSPERMUM JASMINODES / CHINESE STAR JASMINE	300	EA	$18.85	$5,655.00
1E	ROSMARINUS O. PROSTRATUS / HUNTINGTON CARPET ROSEMARY	150	EA	$18.85	$2,827.50
2	**2 GALLON PLANTS**				
2A	ROSA X NOAMEL / FLOWER CARPET APPLE BLOSSOM	200	EA	$36.93	$7,386.00
3	**5 GALLON PLANTS**				
3A	ARCTOSTAPHYLOS DENSIFLORA 'HOWARD MCMINN' / HOWARD MCMINN MANZANITA	50	EA	$47.15	$2,357.50
3B	DIETES BICOLOR / FORTNIGHT LILY	50	EA	$41.90	$2,095.00
3C	NANDINA DOMESTICA 'COMPACTA' / DWARF HEAVENLY BAMBOO	50	EA	$42.65	$2,132.50

3D	CISTUS SUNSET / SUNSET ROCKROSE 'MAGENTA ROCKROSE"	50	EA	$42.65	$2,132.50
3E	GOLDEN AUONYMUS (AUREOMARGINATUS)	100	EA	$42.65	$4,265.00
3F	LOROPETALUM CHINESE RUBRUM 'BURGUNDY' / BURGUNDY LOROPETALUM	50	EA	$51.65	$2,582.50
3G	MUHLENBERIA RIGENS / DEER GRASS	50	EA	$41.90	$2,095.00
3H	ACACIA REDOLENS 'DESERT CARPET' / BANK CATCLAW	50	EA	$42.65	$2,132.50
3I	ROSMARINUS 10TH TUSCAN BLU / TUSCAN BLUE ROSEMARY	50	EA	$42.65	$2,132.50
3J	CALLISTEMON VIMINALIS 'LITTLE JOHN' / BOTTLEBRUSH	50	EA	$43.40	$2,170.00
3K	OLEA EUROPAEA 'MONTRA' / LITTLE OLLIE DWARF OLIVE	50	EA	$44.90	$2,245.00
4	**15 GALLON TREES**				
4A	CEDRUS DEODARA / DEODAR CEDAR	10	EA	$139.31	$1,393.10
4B	LAGERSTROEMIA X TUSCARORA OR CHEROKEE / CRAPE MYRTLE	25	EA	$136.31	$3,407.75
4C	QUERCUS WISLIZENLL / INTERIOR LIVE OAK	5	EA	$139.31	$696.55
4D	QUERCUS LOBATA / VALLEY OAK	5	EA	$139.31	$696.55
4E	CERCIS OCCIDENTALIS / WESTERN REDBUD	50	EA	$145.31	$7,265.50
4F	ACER RUBRUM 'ARMSTRONG' / ARMSTRONG MAPLE	25	EA	$139.31	$3,482.75
4G	ACRE RUBRUM "OCTOBER GLORY' / OCTOBER GLORY	25	EA	$139.31	$3,482.75
4H	PISTACIA CHINENSIS / CHINESE PISTACHE	25	EA	$136.31	$3,407.75
4I	SEQUOIA SEMPERVIRENS 'APTOS BLUE' / COASTAL REDWOOD 'APTOS BLUE'	20	EA	$136.31	$2,726.20
4J	SOUTHERN MAGNOLIA / MAGNOLIA GRANDIFLORA	10	EA	$139.31	$1,393.10
4K	MULTI TRUNK CRAPE MYRTLE CHEROKEE OR WATERMELON	5	EA	$136.31	$681.55
5	**ANNUALS - COLOR**				
5A	FALL ANNUALS	88	FLATS	$47.15	$4,149.20
5B	WINTER ANNUALS	88	FLATS	$47.15	$4,149.20
5C	SPRING ANNUALS	88	FLATS	$47.15	$4,149.20
5D	SUMMER ANNUALS	88	FLATS	$47.15	$4,149.20
6	**CLEARING/ GRUB OUT**				
6A	Plant Removal/Clearing/Grub Out	10,000	SF	$0.65	$6,500.00
				TOTAL	$109,243.85

Total Project Bid, Item Nos. 1 through 6, shall be (spell out) One hundred nine thousand two hundred forty-three dollars and eighty-five cents. Dollars.

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, 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 Addendum No.1
No. 2 Addendum No.2
No. 3 _____

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 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

NAME OF BIDDER:

_____

Affix Corporate Seal Here

BY: _____
Signature

Deziree Del Rosario
Type/Print Name

Business Operations - Project Manager
Title

DATE: 04/30/2026

Valid Contractor's License No.: 719106

Expiration date: 02/29/2028

Public Works Registration No. 1000004914

ATTACHMENT A

BID BOND

We, New Image Landscape Company as principal, and Travelers Casualty and Surety Company of America, 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 CITY OF ROCKLIN 2026 PLANTS AND TREES SERVICES PROJECT

(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 May 6, 2026
(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: April 20, 2026

Principal: New Image Landscape Company
By: _____
Surety: Travelers Casualty and Surety Company of America
Address: ONE TOWER SQUARE, HARTFORD, CT 06183
Telephone: (860) 277-0111
Attorney in Fact: _____
Ethan Spector, 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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 Los Angeles)

On APR 20 2026 before me, Edward C. Spector, Notary Public

Date *Here Insert Name and Title of the Officer*

Personally appeared Ethan Spector

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

EDWARD C. SPECTOR
Notary Public - California
Los Angeles County
Commission # 2447241
My Comm. Expires May 16, 2027

Place Notary Seal Above

---------- ***OPTIONAL*** ----------

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____ Signer(s) Other Than Named Above _____

Capacity(ies) Claimed by Signer(s)

Signer's Name _____	Signer's Name _____
☐ Corporate Officer—Title(s) _____	☐ Corporate Officer—Title(s) _____
☐ Partner ☐ Limited ☐ General	☐ Partner ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other _____	☐ Other _____
Signer Is Representing _____	Signer Is Representing _____

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Ethan Spector** of **LOS ANGELES**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this day of APR 20 2026

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ATTACHMENT B

SUBCONTRACTOR LISTING FORM

LIST OF SUBCONTRACTORS FOR New Image Landscape Company (BIDDER)

PROJECT: 2026 Plants and Trees Services

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	PRICE	NAME & BUSINESS ADDRESS OF SUBCONTRACTOR	LICENSE NUMBER	DIR #
N/A	N/A	N/A	N/A	N/A

Signed

See Note Next Page

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

The undersigned declares:

I am the President [Title] of New Image Landscape Company, the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3/5/14 [date], at Fremont [city], CA [state].

New Image Landscape Company
(Name of Bidder)

(Signature)

president
(Title)

(If Bidder is a partnership or a joint venture, this declaration must be signed by every member of the partnership or venture. Print as many forms as needed and submit.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation,

this declaration must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. Print as many forms as needed and submit.)

ATTACHMENT C

NONCOLLUSION AFFIDAVIT

The undersigned declares:

I am the CEO | Vice President [Title] of New Image Landscape Company, the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/11/2026 [date], at Fremont [city], California [state].

New Image Landscape Company
(Name of Bidder)

(Signature)

CEO | Vice President
(Title)

(If Bidder is a partnership or a joint venture, this declaration must be signed by every member of the partnership or venture. Print as many forms as needed and submit.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation,

this declaration must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. Print as many forms as needed and submit.)

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: New Image Landscape Company Date 04/13/2026

BY: 
Signature

DEZIREE DEL ROSARIO
Type/Print Name

BUSINESS OPERATIONS - PROJECT MANAGER
Title

EXCEPTIONS TO CERTIFICATION

If Bidder has any exceptions to the Certification set forth above, state the exception and an explanation of the circumstances:

N/A

BIDDER: New Image Landscape Company Date 04/13/2026

BY: 
Signature

DEZIREE DEL ROSARIO
Type/Print Name

BUSINESS OPERATIONS - PROJECT MANAGER
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 seven (7) calendar 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.

NEW IMAGE LANDSCAPE COMPANY
Contractor

04/30/2026
Date

Signature

ATTACHMENT F

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Corporation or a Limited Liability Corporation)

STATE OF CALIFORNIA
COUNTY OF Alameda

I HEREBY CERTIFY that at a meeting of the Board of Directors of the New Image Landscape company, a corporation existing under the laws of the State of California, held on 5/5/26, ____, the following resolution was duly passed and adopted:

"RESOLVED, that Brian Takehara and Russell Takehara as Secretary Ivice president of the Corporation, be and is hereby authorized to execute the Bid dated May 5th, 2026, 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 5th day of May, 2026.

Secretary

Corporate Officer

(seal)

3250 Darby Common, Fremont, CA 94539
Corporate Address

ADDENDUM NO. 1
TO THE SPECIFICATIONS AND BID DOCUMENTS
2026 PLANTS AND TREES SERVICES

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: Attached as Exhibit A is the Pre-Bid Meeting Sign-In sheet.

Item No. 2 Some discrepcenies have come up, so to be able to provide clarification, we have moved the Bid Opening Date. The **BID OPENING** has been moved from Wednesday, April 22, 2026, at 1:00 p.m. to **Wednesday, May 6, 2026, at 1:00 p.m.**

End of Addendum No. 1

Signature: 

New Image Landscape Company
Company

05/01/2026
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. 2
TO THE SPECIFICATIONS AND BID DOCUMENTS
2026 PLANTS AND TREES SERVICES

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: Attached as Exhibit A are the questions that have been received and the associated answers.

Item No. 2: A correction was made to the Table of Contents in the Bid Documents. Please replace the Table of Contents with Exhibit B and also replace the Project Location Map with the updated project location map, Exhibit C.

Item No. 3: Changes regarding liquidated damages were made to the agreement in the bid documents. Please replace the Contruction Agreement (Attachment G) with Exhibit D.

Item No. 4: There was an incorrect reference under the Performance Specifications that has been corrected in the Bid Documents. Please replace the current Special Provisions with Exhibit E.

End of Addendum No. 2

Signature: 

New Image Landscape Company
Company

05/01/2026
Date

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.

CITY OF ROCKLIN

GENERAL CONDITIONS

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ARTICLE 1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

SECTION 1.01. GENERAL.

The Contract Documents are written to the Bidder before award and 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 "Contractor shall" and "you as "Contractor" and "your" as "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.

SECTION 1.02. 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
ANSI	American National Standards Institute
APA	American Plywood Association
ARB	California Air Resources Board
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASNT	American Society of Nondestructive Testing
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
MUTCD	California Manual of Uniform Traffic Control Devices
Cal-OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CBC	California Building Code
CCR	California Code of Regulations

CDFW	California Department of Fish and Wildlife
CEC	California Electric Code
CEQA	California Environmental Quality Act of 1970
CFR	Code of Federal Regulations
CL	Centerline
cm.	centimeter (centimeters)
CPC	California Plumbing Code
CPM	Critical Path Method
CPUC	California Public Utilities Commission
CSI	Construction Specifications Institute
CWA	Clean Water Act
CY	Cubic Yards
DI	Drop Inlet
Dia.	diameter
DIR	California Department of Industrial Relations
DLSE	Division of Labor Standards Enforcement
DWR	Daily Work Report
EA	Each
EP	Edge of Pavement
EPA	Environmental Protection Agency
ESCP	Erosion and Sediment Control Plan
FS	Federal Specifications
Gal.	gallon (gallons)
GPD	gallons per day
GPM	gallons per minute
Hr.	hour
HVAC	Heating, Ventilating and Air Conditioning
IBC	International Building Code
IEEE	Institute of Electrical and Electronic Engineers
In.	inch (inches)
Inc.	Incorporated
ISO	International Organization for Standardization
Kg.	kilogram (kilograms)
Km.	kilometer (kilometers)
Kw	Kilowatt
l.	liter (liters)
lbs.	pounds
LF	Linear Feet
LS	Lump Sum
M	meter (meters)
MBE	Minority Business Enterprise
Mfg.	manufacturing
Mg.	milligram (milligrams)
ml./mls.	milliliter (milliliters)
mm.	millimeter (millimeters)
MSDS	Material Safety Data Sheet
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association

NFPA	National Fire Protection Association
NIBS	National Institute of Building Systems
No.	number
NPA	National Forest Products Association
NSF	National Sanitation Foundation
o.c.	on center
O.D.	outside diameter
OSHA	Occupational Safety and Health Administration
OPRL	DIR, Director's Office of Policy, Research and Legislation
PCC	Portland Cement Concrete
PG&E	Pacific Gas & Electric
PS	Pump Station
Psi	pounds per square inch
QC	Quality Control
QSD	Qualified SWPPP Developer
QSP	Qualified SWPPP Practitioner
SD	Storm Drain or Storm Drainage
SF	Square Foot/Feet
Sq.	Square
SS	Sanitary Sewer
SSPC	Society for Protective Coatings
STA	Station
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCP	Traffic Control Plan
TIE	Time Impact Evaluation
TEMA	Tubular Exchanger Manufacturer's Association
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)
UFC	Uniform Fire Code
UMC	Uniform Mechanical Code (latest edition)
UPC	Uniform Plumbing Code (latest edition)
U.S.	United States
USA	Underground Service Alert
WBE	Woman-Owned Business Enterprise
Yd.	yard (yards)

SECTION 1.03. DEFINITIONS.

Acceptance, Final Acceptance.

"Acceptance or "Final Acceptance" shall mean formal action of the City of Rocklin in determining that Contractor's work has been completed in accordance with the Contract Documents and in notifying 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.

Addendum/Addenda.
"Addendum" or "Addenda" are written documents issued by the City prior to opening of Bids that clarify, correct, or change the bidding requirements of the proposed Contract Documents.

Agreement.
The "Agreement" is the written agreement signed by the City and 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 "Allowance" is an amount of money set aside under the Contract for a special purpose identified in the Contract.

Architect, Consulting Engineer and/or Construction Manager.
The "Architect, Consulting Engineer and/or Construction Manager, if used, is 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 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.
"Bid" shall mean the offer of the Bidder to complete the Work at the price shown on the Bidder's bid form, when submitted on the prescribed bid form, properly executed and guaranteed, at the designated time and location. In the case of a solicitation involving a Request for Proposals, all references to "Bid" shall be deemed to mean "Proposal".

Bid Documents.
"Bid Documents" shall mean the sum of the documents that comprise the Bid by a Bidder to perform the Work.

Bid Form.
The "Bid Form", sometimes referred to as the "Bid Schedule" is the approved form, which includes a sum of requirement documents, upon which City requires a formal Bid be prepared and submitted for the Work. In the case of a solicitation involving a Request for Proposals, the Bid Form may be referred to as a "Proposal Form."

Bid Guaranty.
"Bid Guaranty" is the 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.
"Bid Item" or "Bid Items" shall mean individual line items to be included in the Bid, as set forth on the Bid Form.

Bid Opening.
"Bid Opening" shall mean the event conducted by the City during which the sealed Bids submitted by Bidders to perform the Work are opened and publicly read.

Bidder.
"Bidder" shall mean 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. In the case of a solicitation involving a Request for Proposals, all references to "Bidder" shall be deemed to mean "Proposer."

By Others.
"By Others" shall mean Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by the City, other contractors, or other means.

Calendar Day.
"Calendar Day" shall mean 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.
"Change Order" ("CO") shall mean a written amendment approved by the City that includes, but is not limited to, alterations, deviations, additions to, or deletions from, the Contract that 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 Contract Sum.

City.
"City" or "Owner" shall mean the City of Rocklin, acting through its authorized representatives.

City Council.
"City Council" means 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.
"City of Rocklin Construction Standard Specifications" mean the City's standard specifications for construction, located on the City's website.

City of Rocklin Improvement Standards.

"City of Rocklin Improvement Standards" mean the City's standard requirement for improvement projects, located on the City's website.

Closeout Documents.
"Closeout Documents" are the documents required to meet the requirements of final completion as referenced in Section 7.22 of these General Conditions.

Completion.
"Completion" is the point in the Project at which the Work and all required close-out reports and submissions are 100% performed.

Construction Change Directive (CCD).
"Construction Change Directive" ("CCD") or "Directive" or "Field Directive" shall mean a written order to 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 Contract Sum or Contract Time, or both, and which shall be used in the absence of total agreement with 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 "Contract" is 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 "Contract Documents" shall include the Notice to Contractors, Addenda, Bid Form (including the Bid Guaranty), Agreement, the Performance Bond, the Payment Bond, Escrow Agreement for Security Deposits in Lieu of Retention (if used), Guarantee Form, the General Conditions, the Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Contract Drawings, 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, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or 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, Bulletins and Supplemental Drawings.

Contract Commencement Date.
The "Contract Commencement Date" shall mean the date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be date of the executed Agreement for Construction or such other date as may be established therein.

Contract Completion Date.
The "Contract Completion Date" shall mean the date by which the Contract requires Completion.

Contract Drawings or Plans.
The "Contract Drawings" (sometimes referred to as "Drawings" or "Plans") are the graphic and pictorial portions of the Contract Documents, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams. This information may be developed and stored in a 3D or 4D model of the Project. Once approved, all such drawings are incorporated into and become a part of the Contract Documents.

Contract Schedule.
The "Contract Schedule" is the schedule produced by Contractor in response to the requirements of the Contract Documents.

Contract Sum.
"Contract Sum" is the total price for the Work as bid by Contractor, including any additions or subtractions via Change Orders.

Contract Time.
"Contract Time" shall mean the period specified for completion of the Work, as set forth in the Contract and adjusted by any Change Order issued pursuant to the Contract Documents. 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.
"Contractor" shall mean the person or persons, firm, partnership, joint venture, or corporation, who has (have) entered into the Contract for the Work with City or its legal representatives, or successors, assigns, executors, or heirs. Contractor is required by law to be licensed and will perform work or render services as a prime contractor in or about the construction of the Work.

Engineer of the City of Rocklin.
"Engineer" means the City's Engineer for whom work will be done under the Contract Documents, acting personally or through agents or assistants duly authorized by the Engineer.

Equal (as in "or equal").
"Equal" shall mean a system, process, product or material which is similar in all respects to that shown or specified but produced by a manufacturer not listed in the specification. See also: Substitution.

Estimated Quantities.
"Estimated Quantities" are the list of items of Work and the estimated quantities associated with the Work. The Estimated Quantities provide the basis for the Bid.

General Conditions.
"General Conditions" are specific clauses that are part of the Contract and are located in

Section 0700. 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.
"General Conditions" are 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 Conditions and Special Provisions.

Hazardous Waste.
"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 "Inspector" or "Project Inspector" shall mean the person or persons authorized to act as agent(s) for the City in the inspection of the Work.

Instruction Bulletin or Bulletin.
"Instruction Bulletins" or "Bulletins" are supplemental drawings, clarifications, instructions, explanations or interpretations which may be issued by the Engineer, Architect or Consulting Engineer as necessary from time to time pursuant to Article 4 to make clear or define in greater detail the intent of the Contract Drawings and Specifications. There may be a change in Contract Sum or Contract Time involved with the work shown in the Bulletin.

Invitation for Bids.
The "Invitation for Bids" is 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. The Invitation for Bids is sometimes referred to as a Notice to Contractors and, in the case of a solicitation for proposals is referred to as the Request for Proposals.

Legal Holidays.
Legal Holidays shall include the following holidays designated by the City: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day.

Notice to Contractors.
"Notice to Contractors" shall have the same meaning as "Invitation for Bids."

Notice to Proceed.
"Notice to Proceed" is the written authorization by the City to Contractor specifying the date the Work may begin and any conditions regarding the beginning of the Work.

Owner's Representative
"Owner's Representative" shall mean 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.

Progress Schedule.
"Progress Schedule" is the 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.

Project.
"Project" shall mean the Work.

Project Manager
"Project Manager" is the City's representative assigned to oversee the Project on a daily basis.

Proposed Change Order (PCO).
A "Proposed Change Order" ("PCO") is a document issued by Contractor proposing a change to the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A PCO shall be used by Contractor to respond to a Request for Proposal. A PCO is not effective to authorize the proposed change to the Work, to the Contract Sum or to the Contract Time unless it is accepted in writing by the the City.

Record Drawings.
"Record Drawings" are drawings prepared by Contractor that document changes to, additions to, or deductions from the Plans and that 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).
"Request for Information" ("RFI") is a document issued by 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.
A "Request for Proposal" or "RFP" during the course of construction is the name given to a document issued by the Owner's Representative requesting pricing information and/or an adjustment in Contract Time for a described scope of work. An RFP is not a Change Order, a Directive or a direction to proceed with the scope of work described in the RFP. Contractor's response to the RFP shall be in the form of a Proposed Change Order.

Schedule of Submittals.
"Schedule of Submittals" is a schedule prepared and maintained by Contractor of required submittals and the time requirements to support scheduled performance of

related construction activities.

Schedule of Values.
"Schedule of Values" is the statement furnished by Contractor to the City reflecting the portions of the Contract Sum 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 Contractor's application for progress payments.

Special Provisions.
"Special Provisions" are specific clauses setting forth conditions or requirements particular to the Work and supplementary to the General Conditions.

Specifications.
"Specifications" include the General Conditions, Special Provisions, General Requirements, and Technical Specifications applicable to the Work.

Standard Drawings.
"Standard Drawings" meand 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.
"State" means the State of California.

State Specifications.
Unless otherwise stated in the Special Provisions, "State Specifications" means 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, "State Plans" means the version of the Standard Plans of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

Subcontractor.
"Subcontractor" shall mean each person or firm who is required by law to be and who is licensed to and will perform work, labor, or render services to Contractor in or about the construction of the Work, or who, under subcontract to Contractor, fabricates and installs a portion of the Work or improvement. "Subcontractor" shall include all persons or firms within the authority of the Subletting and Subcontracting Fair Practices Act, Chapter 2 of Division 5, Title I of the Public Contract Code, commencing with Section 4100.

Substantial Completion.
"Substantial Completion" is 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.

Substitution.
"Substitution" shall mean a system, process, product or material similar in form or function and equal in quality and performance to that shown or specified, but differing in some essential element, e.g., chemical composition, mechanism of action, surface finish, dimensions, durability, electrical or mechanical or plumbing requirements. See also: Equal.

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.
"Technical Specifications" are the provisions of the Specifications that describe the technical aspects of the Work, including all technical references contained therein.

Total Bid Price.
The "Total Bid Price" is the aggregate sum of the Bid, including all additive items.

Work.
The "Work" shall mean all obligations and/or actions which 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.
"Working Day shall mean any day except: (a) Saturdays, Sundays, and City Legal Holidays; (b) days on which 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 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.

ARTICLE 2. BID REQUIREMENTS AND CONDITIONS

SECTION 2.01. BID FORM.

The City will furnish to each prospective Bidder a informal 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:

SECTION 2.01A. 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 9.07B, “Payment for Changes – Unit Prices”, of these General Conditions.

SECTION 2.01B. 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 project, 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.

SECTION 2.01C. 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.

SECTION 2.02. 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 Contract Sum, 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 and/or as directed in the Invitation for Bids. 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.

SECTION 2.03. EXAMINATION 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 2.09, "Addenda", below). Otherwise, in figuring the Work, Bidders shall consider that any discrepancies or conflict between Plans and Specifications will be governed by Section 4.02, "Intent of Contract Documents" of these General Conditions.

SECTION 2.04. 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.

SECTION 2.05. 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 Invitation for Bids. 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 general 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 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 Contract Sum, an unregistered Subcontractor with a registered Subcontractor. Contractor and all Subconcontractors shall maintain their registrations throughout the term of the Project.

SECTION 2.06. NOT USED.

SECTION 2.07. NOT USED.

SECTION 2.08. 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 Price 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 Price 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, Contractor subcontracts any portion of the Work, except as provided in Section 4107 or 4109 of the Public Contract Code, Contractor shall be subject to the penalties specified in Section 4111 of the Public Contract Code.

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.

Contractor shall include provisions in every subcontract and/or purchase order that the Contract between 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.

SECTION 2.09. 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.

SECTION 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. By execution of the Contract Documents, or any subcontract awarded by Contractor, Contractor or any Subcontractor offers and agrees to assign and hereby does assign to the City all rights, title, and interest in and to all causes of action Contractor or Subcontractor may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code, commencing with Section 16700), arising from purchases of goods, services, or materials pursuant to this public works contract or subcontract. This assignment shall be made and shall become effective at the time the City tenders final payment to Contractor, without further acknowledgment by the parties.

SECTION 2.11. NOT USED.

SECTION 2.12. BID GUARANTY.

The Bid shall be accompanied by a Bid Guaranty in the form of a certified check, a cashier's check, or a bidder's bond issued in favor of the City in the form included in the bid documents as Attachment A, Bid Bond, 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 Guaranty shall be not less than ten percent (10%) of the Total Bid Price, excluding alternates. No Bid will be considered unless accompanied by a Bid Guarantee. The City is authorized to forfeit such Bid Guaranty as necessary to reimburse for costs incurred for failure of the successful Bidder to enter into a contract. The amount of the Bid Guaranty shall not be deemed to constitute a penalty or liquidated damages. The City is not precluded by a Bid Guaranty from recovering from the defaulting Bidder damages in excess of the amount of said Bid Guaranty incurred as a result of the failure of the successful Bidder to enter into a contract with the City for the Work.

SECTION 2.13. WITHDRAWAL OF BID.

A Bid may be withdrawn at any time prior to the hour fixed in the Invitation for Bids 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.

SECTION 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.

SECTION 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.

SECTION 2.16. NOT USED.

SECTION 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.

SECTION 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 seven (7) calendar 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," Attachment E to the Bid Documents, 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.

ARTICLE 3. SCOPE OF WORK

SECTION 3.01. THE CONTRACT.

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. Nothing contained in the Contract Documents shall create any contractual relationship between the City, City Representative, Architect or Consulting Engineer, on the one hand, and any Subcontractor or sub-subcontractor on the other hand, or between the City's Representative, Architect or Consulting Engineer, on the one hand, and Contractor on the other hand.

SECTION 3.02. INTENT OF CONTRACT DOCUMENTS.

It is the overriding intent of the Contract Documents that the work performed shall result in a complete and operable project in satisfactory condition for occupancy, with all mechanical equipment in functional operating condition and fit for the use for which it is intended, and which complies in all respects with the Contract Documents. No extra compensation will be allowed for anything omitted but fairly implied to be included in the Contract Documents. The prices paid for the various items in the bid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all items necessary to complete the Work as provided by the Contract Documents. The prices paid include all taxes, overhead, markups and profit.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In case of conflict, large scale (detail) Drawings shall govern over small-scale Drawings, the Specifications shall govern over both the Construction Administrative Procedures Manual and the Contract Drawings except as noted below, special provisions shall govern over both the Contract Drawings and the general conditions, and subsequent addenda, Interpretations, or approved change orders shall govern over the original documents, unless a different order of precedence is noted elsewhere in conjunction with a specific portion of the documents.

If 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 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 Contractor's risk.

SECTION 3.03. COMPLEMENTARY FEATURE OF CONTRACT DOCUMENTS; ORDER OF PRECEDENCE.

In case of conflict, 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 for Construction, as amended by Change Orders and any other Contract amendments;
3. Special Provisions;
4. Technical Specifications;
5. Plans and Drawings;
6. General Conditions 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.

A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by the City. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

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.

SECTION 3.04. CONFORMANCE WITH CODES AND STANDARDS.

The Work shall be in full compliance with the latest adopted edition of the following applicable standards and regulations:

- California Department of Transportation ("Caltrans") standard plans and specifications
- The State Fire Marshal regulations and requirements
- City Design and Construction Standards
- Placer County applicable standards and permitting
- The UBC
- Title 8
- Title 22
- Title 24
- Title 29
- The NEC
- The UPC
- Storm Water Pollution Prevention 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, 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, Contractor will be compensated for Contractor's additional costs by Contract Change Order as provided in Article 9, "Changes and Claims", of these General Conditions.

SECTION 3.05. DIAGRAMMATIC DRAWINGS.

Drawings showing the locations of equipment, wiring, piping, etc., unless dimensioned, are diagrammatic, and conditions will not always permit their installation in the exact location shown. In such event, Contractor shall submit an RFI and obtain a response before proceeding with the work in question. Unless there is a material increase in Contractor's scope of work, installation as specified in the response to the RFI shall be

without any additional compensation to Contractor and without any increase in the Contract Time. Any work done after discovery of the issue, until authorization to proceed based on the response to the RFI, will be done at Contractor's risk.

SECTION 3.06. INSTRUCTION BULLETINS AND DRAWINGS.

In addition to the Drawings incorporated in the Contract Documents, the Architect, Consulting Engineer or Engineer may furnish such supplemental drawings or instructions from time to time as may be necessary to make clear or to define in greater detail the intent of the Contract Drawings and Specifications. In furnishing additional drawings or instructions, the Architect, Consulting Engineer or Engineer shall have the authority to make minor changes in the Work, not involving any extra cost, and not inconsistent with the overall design of the Project. If extra cost is known to be involved, these instructions will be accompanied by an RFP. These supplemental drawings and instructions shall become a part of the Contract Documents; Contractor shall make its work conform to them.

SECTION 3.07. 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 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.

SECTION 3.08. INTERPRETATION AND ADDITIONAL INSTRUCTIONS; REQUESTS FOR INFORMATION.

Contractor shall prepare a Request for Information (RFI) when additional information, clarification, or interpretation of the Contract is required. RFIs may also be used for apparent conflicts, inconsistencies, ambiguities, or omissions.

RFIs 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 Contractor's risk.

RFIs shall not be used for submittals or for substitution of material or equipment, or for waiving of requirements.

Unless otherwise specified in the Contract Documents, the City will normally respond within fifteen (15) Working Days. The City will provide a written response, and that response shall control. Contractor shall indicate a priority for responses to RFIs if more than five (5) RFIs are pending at the same time. In case of a dispute between Contractor and the City, protest may be made as provided in Section 9.15, "Dispute Regarding Contract Requirements", of these General Conditions.

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 RFIs indicating a change to drawings shall be recorded by Contractor on the Record Drawings.

SECTION 3.09. NOTIFICATION OF DISAGREEMENT REGARDING SCOPE OF WORK.

If agreement cannot be reached as to cost, and Contractor does not agree that work due to an interpretation or supplemental drawing or instruction or directive is within the scope of the Contract Documents, Contractor shall, within seven (7) days after receipt of the interpretation, supplemental drawing, instruction or directive, submit a Proposed Change Order to the City specifying in detail in what particulars the contract requirements were exceeded and the change in cost resulting there from. The City shall then determine whether a Change Order shall be issued in accordance with Article 9 of these General Conditions. Contractor shall nevertheless perform such work without delay.

The time during which the protest is pending shall not affect the Contract Time.

SECTION 3.10. DELETED ITEMS.

The City may delete from the Work any item of work. Contractor will be paid for all work done toward the completion of the item prior to such deletion, as provided in Article 9, “Changes and Claims”, of these General Conditions but in no event will the amount paid exceed the Bid or Schedule of Values amount less the value of the deleted work. 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.

SECTION 3.11. 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 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 Contractor to perform such extra work necessary to protect the Work or the public.

SECTION 3.12. 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 Conditions, such that the warranty period for that portion will be considered to commence and 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. 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 Conditions.

SECTION 3.13. 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 Contractor. Contractor shall confine its operations to within these limits. 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 Contractor prior to Contractor’s use of, or commencement of Work, in the lands in question.

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. 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 Contractor taking possession of said property.

SECTION 3.14. WARRANTY.

Unless otherwise specified in the Contract Documents, the warranty time period will be one year after the City’s acceptance of Work (see Section 7.22, “Final Acceptance and Notice of Completion”, of these General Conditions) and subject to the terms of Contractor Guarantee Form in accordance with Attachment M to the Bid Documents. The Performance Bond furnished by Contractor as part of the execution of the Contract shall include the terms and time period of the Warranty of Contractor’s work. In lieu of continuing the original performance bond through the warranty period, 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 Contractor Guarantee Form for corrected defective work.

If required by the Contract Documents, 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, Contractor shall promptly make the needed repairs at Contractor's expense in accordance with Section 7.23, “Warranty Work”, of these General Conditions.

ARTICLE 4. INSURANCE AND INDEMNIFICATON

SECTION 4.01. INSURANCE.

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 Contractor's sole expense, the following insurance:

SECTION 4.01A. 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.

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.

SECTION 4.01B. 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)

SECTION 4.01C. Workers' Compensation.

Workers' Compensation insurance in accordance with California Labor Code section 3200 et seq. in the statutory amount (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.

SECTION 4.01D. Excess or Umbrella Liability.

If the Special Provisions require limits of insurance greater than those specified in the General Conditions, 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.

SECTION 4.01E. Contractor's Equipment.

Contractor, and each of its Subcontractors, shall separately insure its own equipment for loss and damage. 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 Contractor.

SECTION 4.01F. Railroad Protective Liability.

When stated as a requirement in the Special Provisions, 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.

SECTION 4.01G. Builder's Risk Insurance.

When stated as a requirement in the Special Provisions, 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 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 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 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 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, 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.

SECTION 4.01H. Environmental Liability Insurance.

When stated as a requirement in the Special Provisions, Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at 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.

SECTION 4.01(I). Other Provisions.

1. 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 Contractor, products and completed operations of Contractor, premises owned, occupied, or used by Contractor, or automobiles owned, leased, hired, or borrowed by 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. 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. For all work Contractor or its Subcontractors perform during the guarantee period, worker's compensation, and commercial general liability insurance and insurance in the amounts and format required herein, shall remain in effect.

6. All of 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.

7. 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.

8. Contractor or its insurance broker shall submit a copy of the Declarations page for each policy required hereunder. The page shall include the name of the carrier, the policy number, the types of coverage and limits, the effective dates of the policy, and the broker's name and license number.

9. 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 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.

10. 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 Contractor of its duties and responsibilities in this Contract.

11. If Contractor fails to procure or maintain insurance as required by this Section 4.01 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 Contractor under the Contract. Failure of the City to obtain such insurance shall in no way relieve Contractor from any of Contractor's responsibilities under the Contract. Any failure of Contractor to maintain any item of the required insurance is sufficient cause for termination of the Contract as a material breach.

12. The making of progress payments to Contractor shall not be construed as relieving Contractor of responsibility for loss or damage, or destruction occurring prior to final acceptance by the City. Partial payment does not constitute partial acceptance.

13. 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 Contractor.

14. 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. Except that Subcontractors need obtain only $1,000,000 of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with

respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to the City within ten days of the City's request.

The failure of the City to enforce in a timely manner any of the provisions of this Section 3.09 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.

SECTION4.01J. 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.

SECTION4.01K. Notification of Accident or Occurrence.

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 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 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.

SECTION 4.01L. Notification of Claim.

If any claim for damages is filed with Contractor or if any lawsuit is instituted against Contractor, that arises out of or is in any way connected with 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.

SECTION 4.02. INDEMNIFICATION.

SECTION 4.02A. Contractor's Performance.

To the fullest extent permitted by law, 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 Contractor, its officers, employees, or agents, or anyone directly or indirectly acting on behalf of Contractor, regardless of whether caused in part by a party indemnified hereunder. Nothing contained in the foregoing indemnity provisions shall be construed to require 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, 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 Contractor, 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 Contractor or an employee of any of Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by Contractor or by any of Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts Contractor or any of 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 Contractor or 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.

SECTION 4.02B. Indemnification of Adjacent Property Owners.

In the event Contractor enters into any agreement with owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, 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. Contractor also shall indemnify the City and other indemnities identified in Section 6.06A of these General Conditions as provided in the Contract. These provisions shall be in addition to any other requirements of owners of adjacent property.

ARTICLE 5. CONTROL OF WORK AND MATERIALS

SECTION 5.01. AUTHORITY OF THE 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 Contractor, and all questions as to the rights of different contractors that may be involved with the Work.

The City will administer its authority through a duly designated representative identified at the preconstruction meeting. 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 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.

SECTION 5.02. ATTENTION AND COOPERATION OF CONTRACTOR.

Contractor shall comply with any written instruction delivered to Contractor or Contractor's authorized representative by appropriately authorized representatives of the City.

SECTION 5.03. SUGGESTIONS TO CONTRACTOR.

Any plan or method suggested to Contractor by the City, but not specified or required in writing, if adopted or followed in whole or in part by Contractor, shall be used at the risk and responsibility of Contractor. The City assumes no responsibility.

SECTION 5.04. SEPARATE CONTRACTS.

The City reserves the right to award other contracts in connection with the Work. 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 Contractor's work depends upon the work of any other contractor for proper execution or results, 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. 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 Contractor's work, unless defects develop in the other contractor's work after the execution of Contractor's work.

SECTION 5.05. 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 Contractor's operations. Contractor shall conduct operations to minimize interference with the work of other forces or contractors. Any disputes or conflicts between 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 Contractor's work is delayed because of the acts or omissions of any other force or contractor, 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 Conditions).

SECTION 5.06. SUPERVISION PROCEDURES.

Contractor shall supervise and direct the Work using its best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, and procedures and for coordinating all portions of the Work under the Contract.

Contractor shall be responsible to the City for the acts and omissions of its employees, Subcontractors and their agents and employees and other persons performing any of the Work.

It is prohibited to hire undocumented workers. Contractor shall secure and cause its Subcontractors to secure proof of eligibility/citizenship to work from all workers.

Contractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Architect, Consulting Engineer or Owner's Representative in their administration of the Contract or by inspections, tests or approvals (or the lack thereof) required or performed by persons other than Contractor.

SECTION 5.07. SKILLED LABOR.

All non-apprentice labor shall have the skills of a journeyman in the applicable trade. All workmanship shall be of the highest quality and finish in all respects.

SECTION 5.08. CONTRACTOR'S DISMISSAL OF UNSATISFACTORY EMPLOYEES.

If any person employed by 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, 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.

SECTION 5.09. CONTRACTOR'S EQUIPMENT.

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 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 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, 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 Contractor.

SECTION 5.10. CONTRACTOR'S SUBMITTALS.

If submittals are required on the Project, the following provisions apply.

SECTION 5.10A. Submittals – General.

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.

Depending on the complexity of the submittal, the number of submittals, and the express needs of the Contractor, the submittal and/or submittal review comments 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, Contractor shall, by a statement in writing accompanying the information, advise the City of the deviation and state the reasons. It shall be Contractor's responsibility to ensure there is no conflict with other submittals and to notify the City in any case where Contractor's submittal may concern work by another contractor, adjacent property owners, other forces or the City.

Contractor is solely responsible for coordination of submittals among all related crafts performing the Work. 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 Contractor's submittals shall not relieve 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.

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 Contractor's risk.

Minimum requirements for submittals are contained in these General Conditions. Additional and/or project-specific requirements may be contained in the Contract Documents. Contractor is responsible for identifying and providing all required submittals.

SECTION 5.10B. Resubmittals.

Resubmittals shall address all comments from the City. Partial resubmittals may be returned 'REVISE AND RESUBMIT." Contractor is responsible for the City's review costs for each resubmittal in excess of the first resubmittal. These costs will be charged to Contractor and will be deducted from progress payments.

SECTION 5.10C. 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 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 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 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 Contractor.

SECTION 5.10D. 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.

SECTION 5.10E. Operation and Maintenance (O&M) Submittals.

For use in subsequent maintenance and operations, 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 Contract Sum until O&M 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 provider
- 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.

Contractor shall obtain approval of the required data at least thirty (30) Calendar Days prior to any required training or the final inspection date.

SECTION 5.11. DAILY REPORTS.

No less than on a weekly basis, 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.

SECTION 5.12. RESPONSIBILITY FOR ACCURACY.

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 Contractor shall be responsible. Contractor is responsible for adjusting, correcting, and coordinating the work of all Subcontractors so that no discrepancies result.

SECTION 5.13. 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.

The Project Inspector shall have the authority to order the work designated for inspection stopped if a determination is made that work is proceeding in violation of the Contract Documents or any orders issued by the City, its representatives, or the Architect or Consulting Engineer. The failure of the Project Inspector to order the work stopped does not excuse Contractor from complying with the Contract Documents for that work.

Upon issuing a stop work notice, the Project Inspector shall notify the Project Manager, Engineer, Architect or Consulting Engineer, as the case may be for the Project, who then shall inspect the work in question and determine whether it does or does not comply with the Contract Documents. The decision of the Project Manager, Engineer, Architect or Consulting Engineer shall be final, subject to the disputes procedures in Article 9,

"Changes and Claims", of these General Conditions. Contractor shall thereafter comply with the instructions of the Project Manager, Engineer, Architect or Consulting Engineer regarding corrections needed to cure the defect. The suspended work shall be resumed only when the Project Manager, Engineer, Architect or Consulting Engineer's instructions are fulfilled. Contractor shall not be entitled to an extension of time in the event of such suspension of work, provided the stop work notice is determined to be supported by the facts.

City work site inspections will only be conducted Monday through Thursday from 7AM to 3:30PM, excluding Legal Holidays. Any inspections outside of these hours shall be requested in writing at least three (3) days prior, must be approved by the Project Manager, and all costs associated with the inspections shall be paid by Contractor.

SECTION 5.14. INSPECTION.

The inspection of the Work does not relieve 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. 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. 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. 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. Contractor shall pay all costs incurred, whether or not any defective work is discovered. 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 Contractor. Contractor shall pay the entire cost of such uncovering, reexamination, and replacement if the reexamined work does not conform to the Contract.

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. 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. 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.

SECTION 5.15. 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 quality. When Contractor is required to furnish equipment, materials or manufactured articles or 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. Contractor shall be entirely responsible for damage or loss by weather or other causes.

SECTION 5.16. 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 Contractor complies with the requirements of the following paragraphs.

SECTION 5.16A. Written Request.

Unless otherwise specified in the Contract Documents, Contractor shall submit any request for substitution in writing no later than thirty (30) Calendar Days after the award of the Contract.

SECTION 5.16B. 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.

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 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 Contractor from

responsibility for deviations from the Plans and Specifications or from responsibility for errors in submittals. Failure by 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 Contractor without additional cost to the City. 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.

SECTION 5.17. NOT USED.

SECTION 5.18. APPROVAL OF MATERIALS OR EQUIPMENT.

SECTION 5.18A. 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.

SECTION 5.18B. Plant Inspection.

The City assumes no obligation to inspect materials or equipment at the source of supply. 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 Contractor submits a written request and if the City deems the inspection necessary. Contractor and the supplier will cooperate with and assist the 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.

SECTION 5.19. PROVISIONS FOR EMERGENCIES.

The City may provide necessary labor, material and equipment to correct any emergency resulting from 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 Contractor prior to taking action. The costs of such labor, material, and equipment shall be borne by Contractor and will be deducted from progress payments.

The performance of such emergency work under the direction of the City shall not relieve Contractor from any damages resulting from the emergency, nor relieve Contractor of its obligations to be solely responsible for safety, including, without limitation, as required by Section 6.17, "Safety Requirements" and all subsections thereunder of these General Conditions.

SECTION 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 8.09, “Deductions for Imperfect Work”, of these General Conditions.

SECTION 5.21. NOT USED.

SECTION 5.22. NOT USED.

SECTION 5.23. REMOVAL OF REJECTED MATERIALS OR WORK.

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. Contractor shall, at 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 Contractor fails to comply with this Section. All costs shall be borne by Contractor and will be deducted from any unpaid payment otherwise due to Contractor.

SECTION 5.24. 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. 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.

Delays due to suspension of work shall be classified as Inexcusable or Excusable Delays in accordance with Section 7.12, “Delays”, of these General Conditions. Such suspension shall not relieve Contractor of Contractor’s responsibilities as described in the Contract.

SECTION 5.25. TERMINATION.

SECTION 5.25A. Reasons for Termination.

The City reserves the right to terminate the Contract, Contractor’s right to proceed, and/or Contractor’s control over the Work for any of the reasons listed below.

SECTION 5.25A.1. Termination for Convenience.

The City may at any time and for any reason terminate the Contract or Contractor's performance of the Work, in whole or in part.

If the Contract, Contractor's right to proceed, and/or 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, Contractor shall be entitled to receive only the amount payable under Section 5.25D of these General Conditions, and Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

SECTION 5.25A.2. Termination for Cause.

The City may terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the Work and so notify Contractor and Contractor's sureties for the following causes:

- Contractor is adjudged bankrupt or makes an assignment for the benefit of Contractor's creditors, or if a receiver is appointed because of Contractor's insolvency.
- The City has made a determination that Contractor will be unable to complete the Work on or before the completion date as adjusted by Change Order, or Contractor has not completed the Work on or before the completion date as adjusted by Change Order.
- 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.
- Contractor willingly violates any terms or conditions of the Contract.
- Contractor does not supply sufficient materials or properly skilled and staffed labor.
- Contractor fails to promptly pay its Subcontractors.
- Contractor disregards laws, ordinances, or City orders.
- Contractor fails to correct defective work in response to defective work notices.
- Contractor fails to comply with written directives.

SECTION 5.25B. Termination After Contract Time.

In addition to any other rights it may have, the City may terminate the Contract, Contractor's right to proceed, and/or Contractor's control over the work at any time after the Contract Completion Date, as adjusted by Change Order. Upon such termination, in addition to Contractor's other obligations under the Contract, Contractor shall not be entitled to receive any compensation after such termination until the Work is completed, and 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 5.25D of these General Conditions.

SECTION 5.25C. Notice of Termination; City Completion.

If grounds exist under Sections 5.25A.2 or 5.25B above, then the City may issue to Contractor and its sureties a Notice of Intent to Terminate the Contract, Contractor's right to proceed, and/or 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, Contractor's right to proceed, and/or Contractor's control over the Work.

If 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 Contractor and Contractor's sureties that the Contract, or a portion of the Contract, has been terminated and/or that Contractor's right to proceed and/or 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. 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 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 Contractor and its sureties, and Contractor and its sureties shall be liable to the City for any and all excess costs, including management, supervision, and design support, occasioned thereby, whether incurred by City personnel, agents and/or consultants. In such event, the City may, without liability, take possession of and utilize in completing the Work, 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 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 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.

Contractor hereby assigns to the City all of its interest in orders and/or contracts, including subcontracts, existing at the time of termination. The assignment of said orders and/or contracts, including subcontracts, shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts, including subcontracts, which the City designates in writing.

Whenever the Contract, Contractor's right to proceed, and/or Contractor's control over the Work is terminated for cause, 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 5.25D of these General Conditions.

Immediately upon receipt of a Notice of Termination for Cause or for Convenience, except as otherwise directed in writing by the City, 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 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 5.25C). 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.

SECTION 5.25D. Payments to Contractor Upon Termination of Contract.

In the event of a termination for convenience, Contractor and the City may agree upon an amount paid to Contractor for the total or partial termination of the Contract or of Contractor's control over the Work. The amount may include those items specified in Article 9, "Changes and Claims", of these General Conditions. However, such agreed amount shall not exceed the Contract Sum, reduced by the amount of payments already made and the Contract price of work not terminated. The Contract shall be amended accordingly, and Contractor shall be paid the agreed amount.

If Contractor and the City fail to agree on the amount to pay Contractor because of the termination for convenience under this Section, the City shall determine the amount due Contractor.

In the event of a termination for cause, 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 Contractor for the Work, provided that sworn statements of said claims shall have been filed as required by Article 9, "Changes and Claims", of these General Conditions, the excess not otherwise required by the Contract Documents to be retained shall be paid to 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 Contract Sum, Contractor and Contractor's surety are liable to the City for the amount of such excess.

SECTION 5.25E. 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 Contractor to fulfill the terms and conditions of the Contract. The rights of the City pursuant to this Section 5.25 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.

SECTION 5.25F. Survival of Obligations.

No termination of this Contract or of Contractor's right to proceed and/or control over the Work shall excuse or otherwise relieve 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 Contractor's responsibilities under the Contract with respect to the Work performed prior to the date of termination shall survive any termination.

SECTION 5.26. TERMINATION OF UNSATISFACTORY SUBCONTRACTS.

When any portion of the Work subcontracted by Contractor is not prosecuted in a satisfactory manner, 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 Public Contract Code sections 4100 *et seq.*

ARTICLE 6. LEGAL RELATIONS AND RESPONSIBILITIES

SECTION 6.01. COMPLIANCE WITH LAWS AND REGULATIONS.

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 Contractor shall modify the provisions of the Contract. Contractor and Contractor's surety shall indemnify, defend and save harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duly 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 Contractor or by Contractor's employees.

The attention of Contractor is directed to certain laws that affect the Contract. The listing of these laws in this Article is not to be construed as a listing of all applicable laws. Contractor is solely responsible for familiarity and compliance with all applicable laws.

SECTION 6.02. WAGES, HOURS AND EQUAL OPPORTUNITY

SECTION 6.02A. Hours of Labor.

Eight (8) hours of labor shall constitute a legal day's work and Contractor or any Subcontractor under 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 Contractor in the performance of the Work under the Contract, except as permitted under the provisions of Labor Code Sections 1810 to 1815. Contractor shall forfeit, as penalty to the City, the amount specified in Labor Code section 1813 for each worker employed by Contractor or any Subcontractor under 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 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, or as approved by the City.

SECTION 6.02B. Prevailing Wages.

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, 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 Rocklin, 3970 Rocklin Road, Rocklin, CA 95677 or on the internet at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Those prevailing wage rates hereby are incorporated in this agreement and made a part hereof.

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 Contractor's. Pursuant to Labor Code Section 1773.4 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. 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 Contract Sum 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 predetermined. If work extends past this date, the new rate shall be paid and should be incorporated in contracts entered into for the Project. 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.

Contractor agrees that in the event of underpayment of wages to any employee on the Project, whether by Contractor or any Subcontractor, the City may retain from payments due to 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 Contractor or any Subcontractor, Contractor shall forfeit to the 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, Contractor is not subject to

this penalty assessment if 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, 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.

In accordance with Labor Code Section 1775, Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by Subcontractors to employees by periodic review of the certified payrolls of the subcontractors.

SECTION 6.02C. 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. Contractor shall be responsible for compliance by all Subcontractors on the Project.

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 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 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.

Upon a written request, Contractor and/or its Subcontractors shall file a certified copy of the payroll records with the requesting entity within 10 days after receipt of the written request. Failure to submit timely, complete certified payrolls when requested shall subject Contractor and/or the Subcontractor(s) to the penalties specified in subdivision (h) of the Labor Code section 1776, which penalties may be deducted from progress payments to Contractor.

Contractor shall not carry on its payrolls any person not actually employed by Contractor, nor shall it carry on its payrolls employees of a Subcontractor. Contractor shall show on its payrolls all persons actually employed by Contractor on the Project, in any capacity. 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 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.

SECTION 6.02D. Additional Requirements for Labor Compliance.

Contractor shall comply with the following additional requirements and shall cause all Subcontractors on the Project, whether under contract with 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 DIR and uploaded into the electronic certified payroll reporting (eCPR) system.

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 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 or her 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 Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to 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 Contractor or Subcontractor whose payroll records are delinquent or inadequate. 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 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 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, 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.

SECTION 6.02E. Nondiscrimination.

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."

SECTION 6.02F. 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 Contractor or any Subcontractor. Contractor and all Subcontractors shall comply with the requirements of Section 1777.5 and Section 1777.6 of the Labor Code in the employment of apprentices

SECTION 6.02G. Workers' Compensation.

Pursuant to Labor Code Section 1860, in accordance with the provisions of Section 3700 of the Labor Code, Contractor is required to secure the payment of compensation to its employees.

SECTION 6.02H. Fair Labor Standards.

Contractor shall comply with the Fair Labor Standards Act of 1938 as amended (29 U.S.C. 3201 et seq.) as applicable.

SECTION 6.02I. Reporting Requirements and Sanctions.

Contractor's failure to provide specific information, records, reports, certifications, or any other documents required for compliance with the Contract will be considered noncompliance. If Contractor fails to comply, Contractor will be advised of the specific deficiencies and requested to make immediate corrections. Contractor will also be advised that monetary deductions will be made for failure to effect corrections or delinquencies.

If 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.

SECTION 6.03. USE OF PESTICIDES.

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.

SECTION 6.04. NOT USED.

SECTION 6.05. NOT USED.

SECTION 6.06. NOT USED.

SECTION 6.07. PROTECTION OF CITY AGAINST PATENT CLAIMS.

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, 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.

SECTION 6.08. CONTRACTOR'S LEGAL ADDRESS; WRITTEN NOTICE.

Both the address given in the Bid and Contractor's office in the vicinity of the Work are designated as places that samples, notices, letters, or other articles or communications to Contractor may be mailed or delivered. The delivery to either of these places shall be deemed sufficient service to Contractor. Written notice may be accomplished by personal delivery, United States mail, overnight mail, delivery receipt email, facsimile or any other form of commercially accepted communication. The written notice shall become effective upon delivery. Delivery is complete when the notice is hand delivered, when the facsimile transmission is complete, two days business after mailing by U.S. mail, or upon actual email delivery as evidenced by a delivery receipt.

The address named in the Bid may be changed at any time by written notice from 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 Contractor.

SECTION 6.09. CONTRACTOR NOT AN AGENT OF CITY.

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 Contractor other than that of the City and independent contractor.

The City shall have the right to direct Contractor as provided in the Contract. The aforementioned right of supervision shall not reduce or abrogate Contractor's liability of all damage or injury to persons, public property, or private property that may arise directly or indirectly from Contractor's execution of the Work.

SECTION 6.10. ASSIGNMENT OF CONTRACT.

The Contract or the performance of the Contract may be assigned by Contractor, but only upon written consent of the City and 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 Contractor or Contractor’s surety of their responsibilities under the Contract.

SECTION 6.11. ASSIGNMENT OF MONIES.

Contractor may assign monies due 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 Contractor defaults.

SECTION 6.12. CONTRACTORS LICENSE.

Contractor shall comply, and requires all Subcontractors to comply, with Chapter 9 of Division 3 of the Business & Professions Code.

SECTION 6.13. RESPONSIBILITY OF CONTRACTOR.

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 Contractor's responsible care and charge until completion and final acceptance, and Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. 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 Contractor’s use of Subcontractors in any way alter the position of Contractor or Contractor’s sureties with relation to the Contract. When a Subcontractor is used, the responsibility for every portion of the Work shall remain with 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 Contractor and their work shall be subject to all the provisions of the Contract. The City will deal only with Contractor who is responsible for the proper execution of the Work. Contractor shall pay when due all valid claims of Subcontractors, suppliers, and workmen with respect to the Work.

If 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 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 Contractor's risk.

SECTION 6.14. PERMITS AND LICENSES.

Except as set forth in the Special Provisions, Contractor shall, at 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. Contractor shall also procure all permits and licenses necessary for the normal conduct of 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 Contractor shall obtain from local agencies in connection with performing the Work. 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. 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.

SECTION 6.15. RIGHTS AND REMEDIES.

The duties and obligations of Contractor imposed by the Contract Documents and the rights and remedies of the City available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

The failure of the City, or any of its agents, employees or consultants, including, without limitation, the Owner's Representative, the Project Inspector or the Architect or Consulting Engineer, to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provision or right(s) or of the right to subsequently demand such strict performance or exercise such right(s) and the rights shall continue unchanged and remain in full force and effect.

Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the City and hereby agrees that no default, act or omission of the City, the Owner's Representative, the Project Inspector or the Architect or Consulting Engineer, shall constitute a material breach of the Contract entitling Contractor to cancel or rescind the provisions of the Contract or to suspend or abandon performance of all or any part of the Work. Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, saving only its right to money damages.

SECTION 6.17. GENERAL SAFETY REQUIREMENTS.

SECTION 6.17A. Ensuring Safety; Compliance With Safety & Health Regulations.

Safety is a prime consideration in all City contracts. Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California or Federal Government and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, for maintaining all safety and health conditions on the site and for ensuring against and/or correcting any hazardous conditions on the site. Contractor shall at all times, until final acceptance and payment hereunder, maintain adequate protection against (1) injury to persons, including employees, inspectors, and all other persons who may enter the site, or (2) or damage to property, on or near the Project, or adjacent to the site. 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 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 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 Contractor.

Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents and overall jobsite safety for contractors/subcontractors employees and visitors and who shall have the authority to make decisions regarding safety and health concerns on the project and to direct Contractor's personnel to abate any hazard identified by the City.

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. Contractor is required to fulfill the requirements of these programs during the prosecution of the work.

SECTION 6.17B. 24-Hour Contact Information.

Contractor shall have on record with the City the following twenty-four (24) hour emergency contact numbers:

1. Traffic control device supplier: Supplier of barricades, steel plates, delineators, channelizers, construction signs, and other traffic control equipment to be used during construction.

2. 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.

3. Safety representative: The Contractor's Safety Representative who has the authorities to make decisions regarding safety and health concerns on the project, to direct the Contractor's personnel to abate any hazard identified by the City and the ability to respond to an emergency at the Project at any time and for Contractor's safety representative.

SECTION 6.17C. Protection and Repair of Work.

Contractor shall protect the City's structures, facilities, equipment, tools, materials, and any other property on or adjacent to the Site against damage, loss, or theft by providing adequate security measures for its work. Contractor shall, until final payment hereunder, maintain protection of all of its work and work performed by others under this Contract from damage, loss, defacement, or vandalism. Contractor shall provide protection of completed work which may be subject to damage as a result of Contractor's failure to perform as scheduled.

Contractor shall repair or replace any damage and remove any damaged or defaced material and/or equipment from the Site at no cost to the City.

SECTION 6.17D. Protection of Workers.

Contractor shall take every precaution for the safety of all employees and others on the Work, and to comply with all applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed.

Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public, and shall post danger signs warning against hazards created by construction including, but not limited to, protruding nails or reinforcing steel, hod hoists, elevator hatchways, scaffolding, window openings, stairways, and falling materials.

Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that may exist.

SECTION 6.17E. Working Limits and Regulations.

Contractor shall confine its apparatus, storage and materials, and construction operations within the limits established by the City and shall not unreasonably encumber the site or adjacent areas with its materials and/or equipment.

Contractor shall enforce any instructions from the City regarding fires, placement of signs, danger signals, barricades, radios, noise and smoking.

SECTION 6.17F. Protection of Existing Improvements and Property.

Contractor shall take all necessary precautions to protect all existing improvements, facilities and property from any damage resulting from the operations, equipment or workers of Contractor during the course of the construction, and Contractor shall be strictly liable for failure to adequately protect any existing improvements and/or facilities. Trees and shrubbery that are to remain, pole lines, fences, signs, 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, Contractor shall provide and install suitable safeguards to protect such objects from injury or damage.

Contractor shall take all necessary precautions to protect existing facilities against the effects of the elements and Contractor shall be strictly liable for failure to adequately protect any facility.

Contractor shall clean the portions of existing improvements and facilities which are used by, traversed or dirtied by the workers on the Work, normal maintenance due to use by City employees or the public excepted.

All improvements, facilities or property injured or damaged by reason of Contractor's operations, shall be replaced, repaired, and restored to their original condition without additional cost to the City and without an extension of the Contract Time.

SECTION 6.17G. Not Used.

SECTION 6.17H. Security of the Site.

SECTION 6.17(I). Removal of Barricades.

Upon completion of the work, Contractor shall remove from the site all materials used for barricades, temporary scaffolding, or any other temporary uses.

SECTION 6.17J. Protection of Adjacent Property; Notices.

In addition to any requirements imposed by law, Contractor shall shore up, brace, underpin, and protect as may be necessary all foundations and other parts of all existing structures on the site or adjacent to the site which are in any way affected by the excavations or other operations connected with the completion of the Work.

Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, Contractor shall notify the City, who will send the occupants thereof a notice, which specifies the type of work to be done, the schedule of the work, the impacts expected from the work and the protective measures being taken by Contractor. The notice shall also specify that any person receiving notice who has questions regarding it may contact the City.

Whenever any notice is required to be given to any adjoining or adjacent landowner, utility, governmental agency or other party before commencement of any work, the notice shall be given by Contractor at least seven days in advance of the work, or longer if required by law or regulation, with a copy delivered to the City.

Contractor shall, at the written instruction of the City, meet with any recipient of such notice to explain and discuss the proposed work.

SECTION 6.17K. Work on Private Property.

Contractor must obtain written permission from the City 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.

SECTION 6.17L. Not Used.

SECTION 6.17M. Repairs or Replacement.

Any damage to existing conditions, or to any other improvement or property above or below the surface of the ground, whether private or public, arising from performance of this Contract shall be repaired within 48 hours by Contractor without expense to the City, unless disruption of City operations or creation of a safety hazard has occurred, in which case damage will be corrected immediately.

If, in the opinion of the Engineer, Architect or Consulting Engineer, the best interest of the City requires that repairs be made prior to the execution of any further work, the City will so notify Contractor who shall delay or discontinue that part of the Work until the

necessary repair has been made. Such delay shall be considered non-compensable, and no extension of the Contract Time will be granted therefore.

Upon the failure of Contractor to comply with any such order, or upon Contractor's failure to make immediate emergency repairs which are necessary to protect the Work, the City may do that work itself as is necessary to protect life and property, in its sole discretion, and deduct the total cost of such work from the next progress payment. No prior notice to Contractor shall be necessary for the City to take this action.

SECTION 6.17N. Emergency Safety Actions.

In an emergency affecting the safety of life or property, including adjoining property, Contractor, without previous instructions or authorizations from the City, is authorized and shall act at its discretion and risk to prevent such threatened loss or injury, and Contractor shall bear all costs of that action. Contractor shall immediately notify the City, and thereafter shall comply with any instructions issued by the City.

SECTION 6.17(O). Work During Hours of Darkness.

Working areas utilized by 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).

SECTION 6.18. PUBLIC CONVENIENCE AND SAFETY.

SECTION 6.18A. 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 7.08, "Peak Hours, Hours of Darkness, Holidays and Weekends", of these General Conditions for time limitations.

SECTION 6.18B. Pedestrian and Bicyclist Access.

Contractor shall not block the movement of pedestrian or bicycle traffic. 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.

SECTION 6.18C. Written Notification To Residences and Businesses.

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.

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.

SECTION 6.18D. 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.

SECTION 6.18E. Property Damage.

Any property damage caused by Contractor shall be repaired at Contractor's expense to the satisfaction of the City.

Pursuant to Public Contract Code Section 9201, the City shall provide 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 Contractor with respect to such third-party claims.

SECTION 6.18F. Erection of Signs To Expedite Passage of Vehicles.

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.

SECTION 6.18G. Traffic Obstructions, Delays and Inconveniences.

All public traffic shall be permitted to pass through the Work and Contractor shall conduct operations that offer the least possible obstruction, delay, and inconvenience to

the public.

SECTION 6.18H. Work On Private Property.

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.

SECTION 6.18(I). Hazardous Conditions Created.

Whenever Contractor's operations create a condition hazardous to pedestrians, bicyclists, or the traveling public, Contractor shall, at 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 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.

SECTION 6.19. PUBLIC SAFETY AND TRAFFIC CONTROL.

SECTION 6.19A. General.

All traffic controls shall be installed in accordance with the latest edition of the Caltrans "California-MUTCD."

SECTION 6.19B. Responsibility For Safety.

It is Contractor's responsibility to provide for public safety and traffic control. The City may review Contractor's operations and inform Contractor if an unsafe or hazardous condition is observed. Contractor may be directed verbally or via Field Directive, letter, email, or other means to abate the hazard. Contractor must comply with all directives for hazard abatement immediately and within the timeframe imposed by the City.

SECTION 6.19C. Passage of Emergency Vehicles.

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.

SECTION 6.19D. Furnishing, Installing, and Maintaining Traffic Controls.

Appropriate traffic control shall be furnished by 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.

SECTION 6.19E. Inadequate Traffic Controls and After-Hour Maintenance and Repairs.

Should 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 Contractor, at Contractor's expense, to abate the hazard.

Should the City identify the inadequacy of warning devices and protective measures, that action shall not relieve Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Should 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 Contractor or deducted from the progress payment. If 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.

SECTION 6.19F. Competent Flaggers.

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.

SECTION 6.19G. Construction Signs.

Contractor is responsible for supplying, installing, and maintaining all construction signs and posts. 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 Contractor, subject to City approval, and shall be protected from damage from construction activities by Contractor throughout the duration of the Project.

SECTION 6.19H. 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 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.

SECTION 6.19(I). 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, Contractor's equipment operators shall yield to public traffic.

SECTION 6.19J. 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, 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 Contractor at Contractor's expense and be operational within seventy-two (72) hours. When traffic signals are approved for shutdown, 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 Contractor and shall not be removed or altered without City approval.

SECTION 6.19K. Bus Stops.

If construction operations will obstruct a bus stop, 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.

SECTION 6.19L. Dust.

Water or dust palliative shall be applied if ordered by the City for the alleviation or prevention of dust nuisance caused by Contractor's operations as provided in Article 10, Environmental Controls, of these General Conditions.

SECTION 6.19M. Removal of Spillage From Roadway.

Contractor shall immediately remove any spillage resulting from hauling operations along or across any public traveled way.

SECTION 6.20. CONFINED SPACES.

SECTON 6.20A. Contractor Responsibilities and Qualifications.

When working in a confined space, 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, Contractor shall submit for City review:

1. Contractor's procedures for confined space operations.

2. Copies of all documents and certificates that qualify Contractor to safely perform work in permit-required confined spaces. 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).

Contractor's submittal shall be made thirty (30) Calendar Days prior to any confined space entry in accordance with Section 5.10, Contractor's Submittals, of these General Condtions.

Contractor will not be allowed to make a permit-required confined space entry until the City has reviewed Contractor's qualifications and proposed methods.

Contractor shall conform to the procedures established by 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. Contractor shall also provide all monitoring, safety, and communications equipment required for confined space operations.

SECTION 6.20B. City Responsiblities for Permit Confined Spaces.

Contractor shall be provided with information regarding known hazards and known or potential permit spaces. After the City has reviewed Contractor's submittal to perform permit-required confined space entry work, Contractor will be provided with the following:

- Notification of the location, physical characteristics, known hazards, etc. regarding the permit-required confined space 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 Section 6.20.

SECTION 6.20C. 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.

SECTION 6.20D. 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.

SECTION 6.21 TRAFFIC CONTROL PLANS (TCP).

SECTION 6.21A. 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.

SECTION 6.21B. Traffic Control Plans (TCP).

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. 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 Contractor for hauling materials and equipment shall be constructed and maintained by Contractor at Contractor's expense. If 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.

SECTION 6.22. 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 6.19H, "Temporary Bridging of Excavations and Trenches," in this Section of these General Conditions.

SECTION 6.23. EXISTING UTILITIES.

SECTION 6.23A. General.

Contractor shall coordinate and fully cooperate with the City, utility district(s) and governmental agencies for the location, relocation, and protection of utilities. Contractor's attention is directed to the existence of utilities, underground and overhead, necessary for all buildings in the Work area. Before proceeding with trenching or other operations that may cause damage to existing utilities, Contractor shall, in accordance with Government Code Section 4216.2, arrange for the location of existing utilities and shall arrange for the relocation of such utilities, if necessary, by the utility district(s) or Contractor.

SECTION 6.23B. Maintenance and Protection.

Unless otherwise shown or specified in the Contract Documents, 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, Contractor, for convenience, may arrange with the 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.

When connecting to existing utilities, Contractor shall expose all underground facilities that are to be connected to or that might be affected by the construction of the proposed improvements for verification of location and elevation prior to ordering materials.

Unless otherwise specified in the Contract Documents, Contractor shall protect all existing utilities on all projects being constructed, whether inside or outside of highway rights-of-way. The utility district(s) may elect to provide the necessary protective measures and bill 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.

SECTION 6.23C. Exact Locations Unknown.

Where locations of existing utility facilities are shown on the Plans, they are approximate and represent the best information obtainable from utility maps and other information furnished by the various utility district(s) 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 Article 9, “Changes and Claims”, of these General Conditions.

In accordance with Government Code Section 4215, the City will compensate Contractor for the costs of locating, repairing damage not due to the failure of 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 Article 9, “Changes and Claims”, of these General Conditions. 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 Contractor discovers utilities not identified in the Plans or Specifications, Contractor shall immediately notify the City and the utility district(s) 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 district(s) to remove, repair, or relocate the utility, such delay may be an excusable delay as defined and provided for in Section 7.12B, “Excusable Delays”, of these General Conditions. Nothing herein shall preclude the City from pursuing any appropriate remedy against the utility for delays that are the responsibility of the utility.

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 utility district(s) to provide for the removal or relocation of existing utilities.

SECTION 6.23D. 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, 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. 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, Contractor shall contact U.S.A.to have the area re-marked. Contractor shall allow two (2) Working Days for re-marking of facilities.

Prior to calling U.S.A., 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. 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 Contractor to the satisfaction of the City. During the progress of the Work, markings shall be removed by 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, 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.

SECTION 6.23E. Damage to Existing Utilities.

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).

SECTION 6.23F. 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 Blue	W	Water
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

SECTION 6.24. EXCAVATION AND TRENCH SAFETY.

SECTION 6.24A. Permit.

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 2, Sections 341, 341.1 and following, and Title 8, Article 6, 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.

SECTION 6.24B. 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, 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 Contractor's expense.

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 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.

SECTION 6.25. OVERLOADING.

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, Contractor shall repair to the City’s satisfaction or reimburse the City for the costs of repairing the damage.

SECTION 6.26. 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.

SECTION 6.27. 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 Contractor shall not relieve Contractor of any of 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. 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 Contractor using the proposed plan or method at Contractor's responsibility and risk.

SECTION 6.28. CONTRACTOR SHALL NOT MORTGAGE EQUIPMENT.

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.

SECTION 6.29. PROPERTY RIGHTS IN MATERIALS.

Nothing in the Contract shall be construed as vesting in 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 Contractor and the City jointly as their interests may appear, and shall not be removed from the Work by Contractor without the City's consent.

SECTION 6.30. CONFLICT OF INTEREST.

No official of the City who is authorized on behalf of the City to negotiate, make, accept, or approve, any architectural, engineering, inspection, construction, or materials supply contract, or any subcontract in connection with the construction of the Project, or any land acquisition in connection with the Project, shall become directly or indirectly interested personally in this contract or in any part thereof.

No officer, employee, architect, attorney, engineer, or inspector of or for the City who is authorized on behalf of the City to exercise any executive, supervisory, or other similar function in connection with the construction of the Project shall become directly or indirectly interested personally in this contract or any part thereof.

SECTION 6.31. NO AGREEMENTS.

No verbal agreement or conversation with any officer, agent, or employee of the City, either before, during, or after the execution of the Contract Documents shall affect or modify any term or condition contained in the Contract Documents, nor shall such verbal agreement or conversation entitle Contractor to any additional payment or time to perform whatsoever under the terms of this agreement.

ARTICLE 7. PROSECUTION OF THE WORK

SECTION 7.01. TIME OF COMPLETION.

Time is of the essence on this Contract. Contractor shall complete all of the Work called for under the Contract within the Contract Time.

SECTION 7.02. NOT USED.

SECTION 7.03. 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. Contractor must attend this preconstruction conference, and shall invite Subcontractors and others necessary to ensure all topics are adequately covered.

Progress meetings 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.

SECTION 7.04. WORK TO BE UNDERTAKEN WITH ADEQUATE SUPERVISION, LABOR FORCE, EQUIPMENT AND METHODS.

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, Contractor shall, immediately and at no additional cost to the 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.

SECTION 7.05. SCHEDULES.

Contractor shall submit a baseline schedule and updated schedules that shall illustrate Contractor's planned schedule for carrying out the Work and completing the Work within the Contract Time. 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.

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 Contractor. Neither the City nor Contractor owns the float time.

The City will review all schedules for conformance with the Contract. City review and/or approval of a schedule does not relieve 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.

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 Contractor to timely obtain the approved Contract Schedule or to submit 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 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 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 Contractor until a satisfactory baseline schedule, update, or revision has been submitted and reviewed.

SECTION 7.05A. Baseline (Contract) Schedule.

Within 14 Calendar Days after receiving the Notice to Proceed, 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, native format and PDF.

Unless modified by the City, the proposed baseline schedule shall be 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.

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, 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 Contractor.

Approval of the Contract Schedule by the City will not relieve Contractor of the responsibility for accomplishing the Work in accordance with the Contract and the Contract Time.

SECTION 7.05B. Progress Schedules.

Contractor shall submit to the City each month with its payment application an electronic (native format and PDF) 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. In addition, the Progress Schedules shall show Contractor's estimated percentage complete and remaining duration for each activity not yet complete.

The City will review the updated schedule information and meet with 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, 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.

SECTION 7.05C. City's Right to Revise the Schedule.

In the event of a delay to critical path work which is not the fault of 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 Contractor to cooperate in this effort.

SECTION 7.05D. Responsibility for Completion.

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 ensure 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, Contractor will implement whatever steps it deems necessary to make up all lost time at no additional cost to the City. If 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. 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 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 Contractor to comply with the requirements of this Section 7.05G shall be considered grounds for a determination by the City that Contractor is failing to undertake the Work with such diligence as will ensure its completion within the time specified and will subject Contractor to all rights and remedies of the City under the Contract Documents.

SECTION 7.06. UNUSUAL SITE CONDITIONS.

Contractor shall promptly upon discovery, and before the following conditions are disturbed, notify the City, in writing, of any:

1. Material that 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.

Upon receipt of notice from Contractor, the City shall promptly investigate the conditions, and if it is determined that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order or Directive under the procedures described in the Contract Documents.

In the event that a dispute arises between the City and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled Completion Date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. Contractor shall retain any and all rights provided either by the Contract Documents or by law which pertain to the resolution of disputes and protests between the contracting parties.

No contract adjustment which results in a benefit to Contractor will be allowed unless Contractor has provided the required written notice set forth in this Section 7.06.

No contract adjustment will be allowed under the provisions specified in this section for any effects caused on unchanged work.

SECTION 7.07. PURSUANCE OF WORK DURING INCLEMENT WEATHER.

During inclement or unsuitable weather or other unfavorable conditions, 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, Contractor may be directed to stop that portion of the Work, in accordance with Section 5.24, "Temporary Suspension or Delay of Work", of these General Conditions, until the weather clears or the conditions are no longer unfavorable. Contractor must keep roads safe and inspect and maintain stormwater 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, Contractor, and/or City employees.

SECTION 7.08. PEAK HOURS, HOURS OF DARKNESS, HOLIDAYS, AND WEEKENDS.

SECTION 7.08A. Allowable Times and Hours of Work.

Unless otherwise noted in the Contract Documents or approved in writing 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 Contract Documents or approved in writing 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.

SECTION 7.08B. 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 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 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.

SECTION 7.08C. 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. Contractor may be allowed to close a lane of traffic or work at night, on Saturdays, Sundays, or Legal Holidays for an emergency repair. Contractor must notify the City within one (1) hour of dispatch of 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. Contractor shall notify the City when the emergency repair is completed and the road is clear. If an extension of time is required, Contractor must provide a revised tentative Contract Completion Date. If an adjustment to the Contract Sum is required, Contractor shall notify the City of all proposed adjustments necessitated by the emergency and emergency repair.

SECTION 7.09. NOT USED.

SECTION 7.10. PROTECTION OF WORK, PERSONS AND PROPERTY.

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 Contractor's work.

Contractor shall store materials and equipment in accordance with manufacturer's recommendations and erect such temporary structures as required to protect them from damage. 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.

SECTION 7.11. NOT USED.

SECTION 7.12. DELAYS.

Contractor shall provide notification to the City for any delays, in accordance with Section 7.13, "Notice of Delays", of these General Conditions.

Contractor may be granted an extension of Contract Time for excusable delays, which are those that are determined to be beyond the control of 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, pandemics and labor strikes. Material shortages and delays in utility company relocations may be classified as excusable if Contractor produces satisfactory evidence of acting in a timely manner.

Any other delays, including, without limtiation, those that affect only a portion of the Work but do not prevent or delay the prosecution of the controlling items of work or the completion of the whole Work within the Contract Time, are considered inexcusable and do not entitle the Contractor to an extension of the Contract Time.

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, unusual site conditions as set forth in Section 7.06 of these General Conditions, or the discovery of archeological or cultural resources as specified in Section 10.10, "Archeological and Cultural Resources", of these General Conditions. Contractor shall

also not receive any additional monetary compensation due to excusable delays under the following circumstances:

1. 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.

SECTION 7.13. NOTICE OF DELAYS; TIME IMPACT ANALYSIS.

Contractor shall immediately notify the City in writing delivered by personal delivery, U.S. Mail First Class, or email, if Contractor foresees any delay in the prosecution of the Work or if 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. 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, Contractor is required to give only one notice.

Within ten (10) Working Days after the Contractor has given notice of the delay, the Contractor shall submit a Time Impact Analysis (TIA) that includes both a written narrative and a schedule diagram depicting how the claimed occurrence of an excuseable delay affects other schedule activities and the critical path.

All delays shall be deemed 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. Contractor acknowledges that the City has a strong interest in mitigation of delay impacts and in confirmation of the existence of delay; therefore, Contractor agrees to submit these notices of delay and to waive claims if notice is not submitted as required.

SECTION 7.14. NOT USED.

SECTION 7.15. NOT USED.

SECTION 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.

SECTION 7.17. INCLEMENT WEATHER AND CONTRACT TIME.

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.)

SECTION 7.18. NOT USED.

SECTION 7.19. SUBSTANTIAL COMPLETION.

When Contractor considers the entire Work, or a specific portion of the Work, substantially complete, 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 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 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, 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.

SECTION 7.20. CLEANING UP.

Throughout the construction period, 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. 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.

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 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.

SECTION 7.21. FINAL INSPECTION AND FIELD ACCEPTANCE.

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. Contractor or Contractor's representative shall be present at the final inspection. Contractor will be notified in writing of any further defects or deficiencies and Contractor shall proceed within ten (10) Calendar Days to correct such defects or deficiencies. When again notified that 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 Contractor is not making a good faith effort to correct deficiencies. The Engineer, Architect, Consulting Engineer or Project Manager 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, Architect, Consulting Engineer or Project Manager shall continue to withhold field acceptance of the work until all deficiencies on the deficiency (punch) list are corrected and Completion achieved.

SECTION 7.22. FINAL ACCEPTANCE AND NOTICE OF COMPLETION.

Upon Completion of the Work, including but not limited to acceptance of O&M manuals, Record Drawings, test reports, the Guarantee Form, and any other close-out documents required by the Contract Documents, the Engineer, Architect, Consulting Engineer or Project Manager 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 Contractor from the responsibility of completing or correcting any work, nor from the responsibility to correct any patent or latent defects in the Work.

SECTION 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 Contractor fails to undertake, with due diligence, the needed repairs within ten (10) Calendar Days after Contractor is given written notice of such failure and without notice to the surety; and 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 Contractor or surety; and Contractor shall pay the entire costs for the City's work.

ARTICLE 8. MEASUREMENT AND PAYMENT

SECTION 8.01. BASIS AND MEASUREMENT OF PAYMENT QUANTITIES.

It is 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.

SECTION 8.01A. 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. 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 9.13, "Contract Change Order", of these General Conditions.

SECTION 8.01B. Lump Sum or Job Contracts.

Progress Payments will be based on the Schedule of Values prepared by Contractor and approved by the City prior to acceptance of the first progress payment request (see Section 8.05, "Progress Payment Procedures", below). If requested by the City, Contractor shall furnish full copies of subcontracts showing actual costs. The Schedule of Values shall be consistent with the baseline progress schedule prepared by Contractor pursuant to Section 7.05B, "Progress Schedules", of these General Conditions.

SECTION 8.01C. 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:

1. 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.

2. 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 Contract Sum as a separate pay item for mobilization. In the event Contractor submits a mobilization pay item greater than five percent (5%) of the Contract Sum, 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 8.07, “Retention”, of these General Conditions.

SECTION 8.02. SCOPE OF PAYMENT.

SECTION 8.02A. 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.

SECTION 8.02B. 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 9.07B, “Payment for Changes – Unit Prices”, in these General Conditions.

SECTION 8.02C. 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.

SECTION 8.02D 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.

SECTION 8.02E. 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 Contract Sum will be adjusted accordingly by Contract Change Order. 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.

SECTION 8.02F. 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.

SECTION 8.03. 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.

SECTION 8.04. PAYMENT FOR USE OF COMPLETED PORTIONS OF WORK.

If the City occupies or uses a portion of the Project under Section 3.12, “Use of Completed Portions”, of these General Conditions, before it accepts Completion of the Work, Contractor will only be compensated in accordance with this Article 8. No final payment shall occur for a limited portion of the work.

SECTION 8.05. 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, 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 the 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. The 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 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 8.07, "Retention", of these General Conditions, and other withholdings as permitted by the Contract. The City will then approve the balance for payment to Contractor, with retention being withheld from that approved payment as described in Section 8.07 of these General Conditions.

The payment of a progress payment or the acceptance thereof by Contractor does not constitute acceptance by the City of any portion of the Work, and does not reduce 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 Contractor will not release Contractor or 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.

SECTION 8.06. 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.

SECTION 8.07. RETENTION.

SECTION 8.07A. 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 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 8.08, "Withholdings/Denial of Progress Payment Request", of these General Conditions.

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, 150% of the amount of liquidated damages, and 125% or more of outstanding Stop Payment Notices.

SECTION 8.07B. 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.

SECTION 8.07C. Substitution of Securities.

At the request and expense of Contractor, in accordance with Public Contract Code Section 22300, in lieu of the City withholding the five percent (5%) retention defined in Section 8.07 of these General Conditions, 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 Contractor elects either option, Contractor and the City shall enter an escrow agreement in the exact form set forth in Public Contract Code Section 22300.

SECTION 8.08. 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 Contractor to make payments properly to employees or Subcontractors for labor, materials, or equipment;
- Any portion of the Work retained in accordance with Section 5.20, "Right to Retain Imperfect Work", of these General Conditions;
- 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 incur actual and/or liquidated damages;
- Review of excessive resubmittals under Section 5.10B of these General Conditions, and excessive inspections or tests;
- Replacement of survey stakes and excessive survey work;
- Failure by Contractor to maintain and update Record Drawings;

- Damage to the City or another contractor;
- Failure by 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 the 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 Article 6, "Legal Relations and Responsibilities" of these General Conditions), including, without limitation, withholds for wages adjustments in accordance with the California Labor Code and any fines incurred by the City as a result of 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 Payment Notice.

If, on Completion or termination of the Contract or termination of Contractor's control over the Work, sums withheld from Contractor are insufficient to cover the City's charges against Contractor, the City has the right to recover the balance from Contractor or Contractor's surety.

SECTION 8.09. DEDUCTIONS FOR IMPERFECT WORK.

For any portion of the Work, materials or equipment retained in accordance with Section 5.22 of these General Conditions, the City will deduct from a Progress Payment a reasonable amount to represent the decreased or lost value to the City.

SECTION 8.10. LIQUIDATED DAMAGES FOR DELAY.

If the Work is not completed by Contractor in the time specified in the Contract Documents, or within any period of extension authorized pursuant to these General Conditions, 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 Contractor and the City that 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 Contractor and 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 Contractor. If it appears during the course of construction that 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, Contractor shall not pay fixed and liquidated damages for delay in completing the Project caused by the failure of the City or the utility district(s) 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, Contractor's control over the Work or Contractor's right to proceed is terminated for cause, then 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 Contractor is entitled, until the Date of Completion.

SECTION 8.11. FINAL ESTIMATE AND PAYMENT.

Subsequent to field acceptance as detailed in Section 7.21 of these General Conditions and submission of all required close-out documents referenced in Section 7.22 of these General Conditions, and within thirty (30) Calendar Days after field acceptance 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 Sections 8.08, 8.09 and 8.10 of these General Conditions 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 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 Contractor, 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. Contractor's statement of exceptions shall be in sufficient detail for the City to ascertain the basis and amount of the exceptions. Not later than thirty (30) calendar days after Contractor returns the approved final payment request or statement of exceptions to the City, Contractor shall comply with Section 9.17 of these General Conditions for any exceptions it intends to pursue as a claim, and provided it has complied with all other contract requirements for notice and presentation of claims, or its claim(s) will be deemed waived.

Any claim of 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 Sum as set forth in the final payment request) not specifically set forth in the statement of exceptions, is waived by Contractor. If 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 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 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 8.07 of these General Conditions. If 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, "Engineer's Decision", of these General Conditions, 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 Contractor's timely statement of exceptions until the City's final decision on the statement of exceptions.

SECTION 8.12. FINAL PAYMENT TO TERMINATE LIABILITY OF CITY.

If Contractor fails to timely submit a statement of exceptions, 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, 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.

SECTION 8.13. DISPUTED PAYMENTS.

The City will decide disputes regarding payments under the Contract according to the procedures set forth in Article 9, “Changes and Claims”, of these General Conditions. The decision of the City will be final.

ARTICLE 9. CHANGES AND CLAIMS

SECTION 9.01. 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 Contractor's sureties, and in accordance with the provisions of Section 9.02, "Ordering of Changes", of these General Conditions.

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 9.02 of these General Conditions. Payment for changed or extra work will not be made without the City's written authorization.

SECTION 9.02. ORDERING OF CHANGES.

The City may order or direct, including, without limitation, through a Field Directive or Construction Change Directive, a change, in writing, during the course of the Work, and 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 3.07, "Field Directives or Other Written Directives", of these General Conditions. If the City and Contractor agree that compensation in the form of an adjustment to the Contract Sum and/or the Contract Time is required, then the adjustment will be formalized in a Change Order, in accordance with Section 9.13, "Contract Change Order", of these General Conditions. Failure of the City and Contractor to agree to terms of a Change Order based on an order or directive shall not relieve Contractor of its obligation to complete all work specified in the order or directive.

SECTION 9.03. CONSTRUCTION INCENTIVE CHANGE PROPOSAL (CICP).

SECTION 9.03A. General.

The Construction Incentive Change Proposal (CICP) Program provides a program for Contractor to use its expertise to improve Contract performance to create an overall reduction in the Contract Sum. Proposing to delete work is not a CICP. Deleted work is addressed in Section 3.10, "Deleted Items," in these General Conditions. The CICP Program shall not apply to City contracts of less than one hundred thousand dollars ($100,000). Contractor and Subcontractors may participate in the CICP Program. Participation of Subcontractors shall be through Contractor, and Contractor and Subcontractors must agree upon the sharing arrangement; written evidence of such agreement must be submitted with the CICP.

Contractor shall proceed with the Work as scheduled until 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.

SECTION 9.03B. Description.

A CICP is a formally written proposal for a Contract Change Order. A CICP must be initiated, developed, and identified as such by Contractor or Subcontractor through Contractor as identified in Section 9.03A. 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 Contractor.

SECTION 9.03C. Submittal.

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 markups.
- 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 9.03E, "Sharing Provisions and Formula," of these General Conditions.

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, 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 Contractor's cost of developing the CICP.

SECTION 9.03D. Acceptance.

The City will use the processing procedure specified for Change Orders in Section 9.13, "Contract Change Order," in these General Conditions, if a CICP is accepted. The City's written approval of the CICP is required. If the CICP is rejected, Contractor shall not appeal the decision.

SECTION 9.03E. Sharing Provisions and Formula.

Upon acceptance of the CICP, 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)

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.

SECTION 9.04. PROSECUTION OF CHANGES TO THE CONTRACT.

If directed by the City, within fourteen (14) Calendar Days of issuance of a Request for Proposal, 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 9.07 and 9.11 of these General Conditions. Contractor's Proposed Change Order shall indicate the amount to be added or deducted from the Contract Sum, supported by complete details of all Contractor, Subcontractor, vendor or supplier costs per Section 9.05, "Cost and Pricing Data", of these General Conditions.

If 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, 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 City will issue a Change Order in accordance with Section 9.13, "Contract Change Order" of these General Conditions. If a Field Directive or other written order is issued on a force account basis, Contractor must immediately begin keeping records in accordance with Section 9.07C, "Force Account", of these General Conditions. 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 Contract Sum, unless 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 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 9.11, "Time Extension for Changes", of these General Conditions.

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 Contractor from performing the change in the Work promptly and expeditiously. The City may unilaterally direct Contractor in writing to perform changes in or additions to the scope of the Contract. Contractor shall perform such work and shall be compensated pursuant to the provisions of Section 9.07, "Payment for Changes", of these General Conditions.

SECTION 9.05. COST AND PRICING DATA.

Cost and pricing data submitted by Contractor shall be true, complete, accurate, current and supported by actual cost data, including, without limitation, copies of quotations, subcontracts, invoices, time cards and wages, insurance and bond costs, and quantity takeoffs. 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 9.06, "Access to Records", of these General Conditions.

SECTION 9.06. ACCESS TO RECORDS.

Upon reasonable notice and during normal business hours, the City shall have access to Contractor's and Subcontractors' records for the purpose of verifying, auditing, and evaluating the accuracy of cost and pricing data submitted by 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 electronic and/or paper copies at the City's cost.

SECTION 9.07. PAYMENT FOR CHANGES.

The method of payment agreed upon by 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:

SECTION 9.07A. Lump Sum Price.

Contractor shall submit a lump sum price proposal. The proposal shall include an estimate of labor, material, equipment, Subcontractor costs, material supplier costs, and any surcharges and/or markups as allowed in Section 9.08, "Markups for Changed Work" in these General Conditions.

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 Contractor's proposal and the City does not elect to have the change in the Work performed on a time and material basis, the City shall make a unilateral determination of the reasonable cost and time to perform the change in the Work, based upon their own estimates, Contractor's submission, or combination thereof.

SECTION 9.07B. 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, or if part of the Work is eliminated in its entirety, in the absence of an executed Change order specifying the compensation to be paid, compensation will be adjusted in accordance with Section 9-1.06, "Changed Quantity Payment Adjustments", of the State Specifications.

SECTION 9.07C. Force Account.

In the absence of either an agreed lump sum price or unit prices for the change, the City may direct Contractor to proceed with the changed work on a force account basis. 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. 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 Conditions in Sections 9.07C.1, “Labor”, 9.07C.2, “Materials”, and 9.07C.3, “Equipment”; plus the percentages stipulated in Section 9.08, “Markups for Changed Work”.

To facilitate agreement on direct craft labor hours, construction equipment hours, and material quantities, Contractor shall notify the City not less than four (4) hours prior to starting force account work. 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. Contractor shall use the DWR’s in preparing billings for force account work.

SECTION 9.07C.1. Labor.

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, 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:

SECTION 9.07C.1(a). Actual Wages.

Charges for labor will be 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.

SECTION 9.07C.1(b). 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.

SECTION 9.07C.1(c). Subsistence and Travel.

The City will pay 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.

SECTION 9.07C.2. Materials.

Payment will be for the purchaser’s actual cost of supplier or vendor furnished materials. If 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; Contractor shall have no claims for costs or profit on such materials.

SECTION 9.07C.3. 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, Contractor shall be paid such rental rates as are agreed upon by 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 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 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.

SECTION 9.07C.4. Subcontracts.

Subcontract costs shall be the actual cost to Contractor for work performed by a Subcontractor. The provisions of this Section 9.07C, "Force Account", apply to the computation of subcontract costs. Subcontractors shall compute markups per the Section 9.08, "Markups for Changed Work", of these General Conditions.

SECTION 9.08. 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%

Contractor or Subcontractor, whomever actually performs the changed work, may add the markups to the total of allowable costs. When a Subcontractor performs work, 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 Contractor or Subcontractor, as applicable, will be added to such credit.

SECTION 9.09. COMPENSABLE EXCUSABLE DELAYS.

Payments will be made as follows for excusable delays that are considered compensable under Section 7.12, “Delays”, of these General Conditions. Contractor waives any and all monetary compensation for excusable delays other than the items listed below.

SECTION 9.09A. 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.

SECTION 9.09B. 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 9.09C, “Markup for Compensable Excusable Delays”, of these General Conditions.

SECTION 9.09C. Markup for Compensable Excusable Delays.

Except for compensable excusable delays associated with archeological and cultural resources as described in Section 10.10, “Archeological and Cultural Resources”, of these General Conditions 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. Contractor shall determine the distribution of the markup among Contractor, Subcontractors, and suppliers.

SECTION 9.09D. Duplicated Overhead Costs.

If Contractor is compensated for delays in accordance with this Article, 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.

SECTION 9.10. LIMITATIONS ON PAYMENTS FOR CHANGED WORK.

The City will not pay Contractor for costs in excess of prevailing market values, unless Contractor can establish, to the satisfaction of the City, that 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.

SECTION 9.11. TIME EXTENSIONS FOR CHANGES.

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 Contractor in accordance with Section 9.04, “Prosecution of Changes to the Contract”, of these General Conditions, shall state the amount of extra time Contractor believes the change added to the overall project schedule. Failure to request a time extension within the time allowed constitutes a waiver of Contractor’s right to subsequently claim an adjustment in Contract Time. The Project Manager shall have the authority to determine if a time extension should be granted.

SECTION 9.12. 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.

SECTION 9.13. CONTRACT CHANGE ORDER.

The City will issue a Change Order if a change to the Contract Sum or Contract Time is necessary. Contractor shall not be entitled to any adjustments in either Contract Sum 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 Contract Sum for changes performed will not be made until a Change Order is approved by the City.

SECTION 9.14. ACCEPTANCE OF ORDERS FOR CHANGES.

A Change Order that is substantially in agreement with Contractor's Proposed Change Order, and/or Contractor's written agreement of a Change Order, Field Directive or other written directive, will constitute 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 Contractor disagrees with any Change Order, Field Directive, or other written directive, Contractor may submit a notice of potential claim to the City in accordance with Section 9.16, "Notice of Potential Claim", of these General Conditions. Disagreement with the provisions of a Change Order, Field Directive, or other written order will not relieve Contractor of Contractor's obligations under the Contract.

SECTION 9.15. DISPUTE REGARDING CONTRACT REQUIREMENTS.

If Contractor and the City fail to agree whether or not any work or other matter is within the scope of the Contract, 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 Contractor must follow the claims procedures in the Contract, including but not limited to Sections 7.13, 8.11, 9.16 and 9.17 of these General Conditions.

Contractor shall not stop performing the Work pending resolution of a dispute, unless so ordered in writing by the City.

SECTION 9.16. NOTICE OF POTENTIAL CLAIM.

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 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 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.

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.

SECTION 9.17. 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.

SECTION 9.17A. Definitions.

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

(A) a time extension, including, without limitation, for relief 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 Contractor or is a lower tier subcontractor.

SECTION 9.17B. Claims Procedure.

All Claims under this Contract shall be resolved using the following procedure.

1. The Claim shall be in writing and include the documents necessary to substantiate the Claim as set forth in Section 9.17C. Unless a different time is stated in the Contract Documents, Claims must be filed not later than thirty (30) Calendar Days after the approved final payment request is returned to 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 9.17C 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.
2. 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 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 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, Contractor shall notify the Subcontractor in writing as to whether Contractor presented the Claim and, if Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.
3. 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 Contractor.
4. Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 9.17B.3 above, the City shall provide 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 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.
5. 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.

6. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, 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.
7. 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 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 the City issues its written statement.
8. Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the City and Contractor sharing the associated costs equally. The City and 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 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. If mediation is unsuccessful, then 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 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.
10. Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

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.

SECTION 9.17C. Documentation of Claims by Contractor.

For each Claim, 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 Contractor's claim will be based on the 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 the 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 Conditions, 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, Time Impact Analyses, 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 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 Contractor, 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.

SECTION 9.18. 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 9.17. The Engineer will render a fair, impartial decision based on the Contract, and the evidence submitted by the City and Contractor Representatives.

SECTION 9.19. 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 Contractor amend the Contract to agree on a form of alternative dispute resolution.

SECTION 9.20. 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 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).

SECTION 9.22. ASSIGNMENT OF CLAIMS.

Contractor shall not assign any portion of the moneys due 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.

ARTICLE 10. ENVIRONMENTAL CONTROLS AT WORK SITE

SECTION 10.1. DUST CONTROL.

SECTION 10.1A. 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.

SECTION 10.1B. 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.

SECTION 10.1C. 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.

SECTION 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.

SECTION 10.03. BURNING.

Unless otherwise provided in the Special Provisions or approved by the City in writing, material shall not be burned on site.

SECTION 10.04. EROSION, SEDIMENT, AND WATER POLLUTION CONTROL.

SECTION 10.04A. 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.

SECTION 10.04B 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.

SECTION 10.04C. 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, "Final Inspection and Field Acceptance", of these General Conditions.)

SECTION 10.04D. 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.

SECTION 10.04E. 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.

SECTION 10.04F. 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.

SECTION 10.04G. 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 5.24, “Temporary Suspension or Delay of Work”, of these General Conditions. 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, “Withholdings/Denials of Progress Payment Requests”, of these General Conditions.

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 these General Conditions.

SECTION 10.4H. 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.

SECTION 10.05. 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.

SECTION 10.06. 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.

SECTION 10.07. CONTAMINATED AND HAZARDOUS MATERIALS OR ENVIRONMENTS.

SECTION 10.07A. 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.

SECTION 10.07B. 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.

SECTION 10.08. 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.

SECTION 10.09. 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.

SECTION 10.10. 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, “Delays”, of these General Conditions.

SECTION 10.11. 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.

ARTICLE 11 PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS

SECTION 11.01. 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.

SECTION 11.02. PRECONSTRUCTION PHOTOGRAPHS.

Preconstruction digital photographs shall be taken by 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.

SECTION 11.03. RECORD DRAWINGS.

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, 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). These Record Drawings shall include certification by 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.

SECTION 11.04. 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.

END OF SECTION

ROCKLIN
CALIFORNIA

CITY OF ROCKLIN BID SUMMARY

PROJECT: 2026 Plants and Trees Services	
DATE: May 6, 2026	TIME: 1:00 p.m.

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
1. Dominguez Landscape	$141,335.00	$	2	✓
2. Nature Builder Landscape Construction	$154,261.00	$	2	✓
3. Pride Industries One Inc.	$127,371.00	$	2	✓
* 4. New Image Landscape Company	$109,243.85	$	2	✓
5. Brightview Landscape Services	$240,981.98	$	2	✓
6.	$	$		
7.	$	$		
8.	$	$		
9.	$	$		
10.	$	$		

Taryn Purpura

Taryn Purpura, Finance

5/6/26

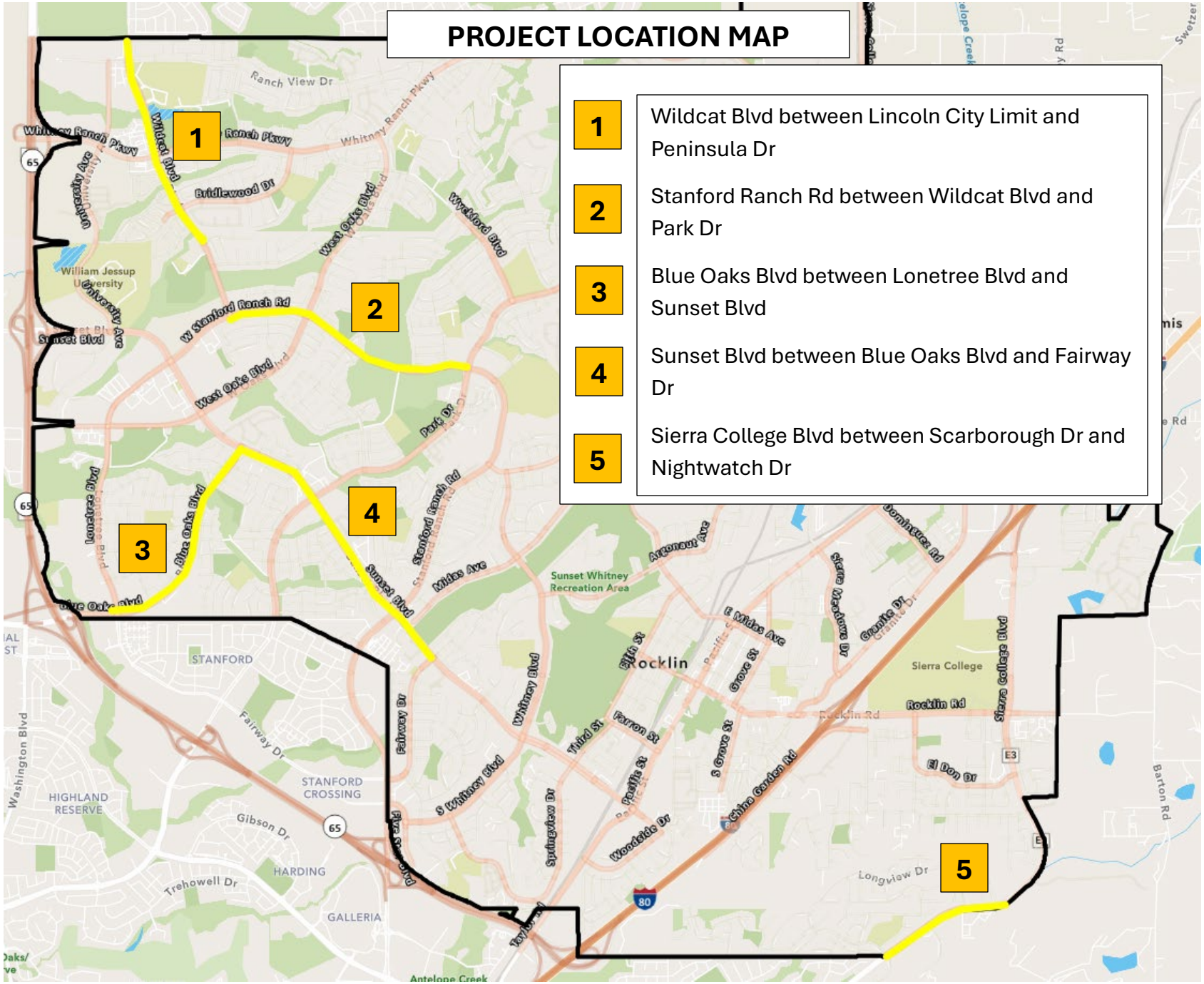
Date

Avinta Singh, City Clerk

5/6/2026

Date

PROJECT LOCATION MAP



1	Wildcat Blvd between Lincoln City Limit and Peninsula Dr
2	Stanford Ranch Rd between Wildcat Blvd and Park Dr
3	Blue Oaks Blvd between Lonetree Blvd and Sunset Blvd
4	Sunset Blvd between Blue Oaks Blvd and Fairway Dr
5	Sierra College Blvd between Scarborough Dr and Nightwatch Dr

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Solid Waste Collection Service Rate Increase

Date: June 9, 2026

Submitted By: Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin of Intent to Amend the Solid Waste Collection Service Rates Within the Incorporated Limits of the City of Rocklin and Setting a Time and Place for a Public Hearing Thereon.

Background:

Recology Auburn Placer (Recology) has a Franchise Agreement for Solid Waste Handling Services with the City that allows for a yearly Cost of Living Adjustment (Resolution No. 2009-81). Recology has approached the City with a request for a Cost of Living Adjustment (COLA) that consists of a Cost of Living Increase of 3.0%. This is less than the 4.0% maximum yearly increase allowed in the Franchise Agreement.

Recology has been Rocklin's solid waste hauler since 1979. They operate under a Franchise Agreement originally granted by the City in 1979 and extended in 1999. In 2009 Recology was granted a new and revised Franchise Agreement in which they may apply for a yearly COLA rate adjustment per a specified formula. There are procedures necessary for a solid waste fee increase in order to comply with Proposition 218.

Recology rates compare favorably with neighboring communities in the region, especially when considering the expanded service Rocklin residents receive. Beyond the normal weekly trash service, Rocklin residents receive green waste pickup; street sweeping; curbside e-waste recycling; Spring cleanup; cardboard recycling and large dead animal pickup within the public right-of-way; which is included in the monthly rate.

When requested by Recology, a public hearing is held (not more than once annually), to consider an increase to rates. Approval of the staff recommendation will set a Public Hearing on the proposed rate increases for June 23, 2026.

Fiscal Impact:
The proposed COLA of 3.0% would be charged to the customer as shown in Attachment 2, and would result in a minor increase to the City's franchise fee revenue.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Rates

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN OF INTENT TO AMEND THE SOLID WASTE COLLECTION SERVICE RATES WITHIN THE INCORPORATED LIMITS OF THE CITY OF ROCKLIN AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING THEREON

The City Council of the City of Rocklin does resolve as follows:

WHEREAS, Recology Auburn Placer is the franchise solid waste disposal contractor for the City of Rocklin; and

WHEREAS, Recology Auburn Placer has approached the City with a request for a Cost-of-Living Adjustment rate adjustment as provided by the terms of the Franchise Agreement for Solid Waste Handling Services between the City of Rocklin and Recology Auburn Placer; and

WHEREAS, Rocklin Municipal Code Section 13.08.100 provides that fees for collection of solid waste shall be set by resolution of the City Council.

Now therefore, the City Council of the City of Rocklin does resolve as follows:

Section 1. The above recitals are all true and correct.

Section 2. The cost-of-living service rate increase and Landfill cost increase presented by Recology Auburn Placer, the City of Rocklin's franchised solid waste hauler, is shown in the attached Exhibit A, which is incorporated herein by this reference.

Section 3. Notice is hereby given that Tuesday, June 23, 2026, at or after the hour of 6:00 o'clock p.m., in the Council Chambers of the City of Rocklin, 3970 Rocklin Road, Rocklin, California, the City Council shall hold a public hearing to provide an opportunity for owners of property and customers served by Recology Auburn Placer to appear and protest the proposed increase in fees. In the alternative, owners of property and customers served by Recology Auburn Placer may file a written protest with the City Clerk at the above address. The written protest must identify the parcel served by address or APN (assessor’s parcel number) and be actually received (not postmarked) by the City Clerk, before or during the public hearing. Only one protest per parcel shall be counted for purposes of establishing a majority protest to the proposed fee increase.

Section 4. The City Clerk is authorized, instructed and directed to give further or additional notice of the proposed service rate increase and the time and place of the above noted Public Hearing, in the time, form and manner required by law.

Section 5. For any and all information relating to the proceedings, protest procedure, any documentation and/or information of a procedural or technical nature, your attention is directed to the below listed person and the local agency or department so designated:

Justin Nartker
Public Works Director
City of Rocklin
4081 Alvis Court
Rocklin, California 95677
Phone: (916) 625-5500

PASSED AND ADOPTED this 9th day of June, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

Recology Auburn Placer

CITY of ROCKLIN

Rate Components

For Rate Year July 1, 2026 through June 30, 2027

Annual Increase - Rate Year 2026-2027	
Cost of Living Increase	3.000%
Other - Carry forward from 2025 - 2026	0.000%
Other	0.000%
TOTAL INCREASE (Cap at 4%)	**3.000%**

* * Old Landfill Rate (See Note 1)	$ 109.25
*** * New Landfill Rate (See Note 1)**	**$ 109.25**
Landfill Increase	$0.00
% Increase	0.00%
Street Sweeping	0.00%

*** * Note 1** Landfill Rates Applicable to Debris Boxes and C&D:

CITY OF ROCKLIN
For Rate Year July 1, 2026 through June 30, 2027

CURRENT-EFFECTIVE JULY 1, 2025
RESIDENTIAL RATES

		BASE RATE	DISPOSAL	FRANCHISE FEE	TOTAL
**	1 - 32-Gallon Can	$ 8.62	$ 8.28	$ 1.88	$ 18.78
	Toter Only	$ 14.87	$ 16.57	$ 3.49	$ 34.93
	Unlimited Toters	20.36	$ 21.30	4.63	46.29
	Senior Citizen				
**	1 - 32-Gallon Can	$ 4.20	$ 8.28	$ 1.39	$ 13.87
	Toter Only	$ 9.73	$ 16.57	2.92	29.22
	Unlimited Toter	10.72	$ 21.30	3.56	35.58
	Extra Charge				
	Bag	$ 2.61	$ 0.98	$ 0.40	$ 3.99
	Can	3.35	1.91	0.58	5.84
	Toter	7.81	3.82	1.29	12.92
	Extra Toter Rental (Unlimited Svc.)	3.69		0.41	4.10
	Backyard Gate Fee	1.63		0.18	1.81

PROPOSED - EFFECTIVE JULY 1, 2026
RESIDENTIAL RATES

		BASE RATE	DISPOSAL	FRANCHISE FEE	TOTAL
**	**1 - 32-Gallon Can**	$ 8.88	$ 8.28	$ 1.91	**$ 19.07**
	Toter Only	$ 15.32	$ 16.57	$ 3.54	**$ 35.43**
	Unlimited Toters	20.97	21.30	4.70	**46.97**
	Senior Citizen				
**	**1 - 32-Gallon Can**	$ 4.33	$ 8.28	$ 1.40	**$ 14.01**
	Toter Only	$ 10.02	16.57	$ 2.95	**$ 29.54**
	Unlimited Toter	11.04	21.30	3.59	**35.93**
	Extra Charge				
	Bag	$ 2.69	$ 0.98	$ 0.41	**$ 4.08**
	Can	3.45	1.91	0.60	**5.96**
	Toter	8.04	3.82	1.32	**13.18**
	Extra Toter Rental (Unlimited Svc.)	3.80		0.42	**4.22**
	Backyard Gate Fee	1.68		0.19	**1.87**

** **Existing Customers only. Service is not available to new customers.**

CITY OF ROCKLIN
For Rate Year July 1, 2026 through June 30, 2027

CURRENT-EFFECTIVE JULY 1, 2025
COMMERCIAL RATES

SIZE		Frequency (Pickups per Week) 1	2	3	4	5	6
1	Cu Yd	$ 74.97	$ 124.12	$ 173.03	$ 222.52	$ 272.01	$ 339.99
	Disposal	35.51	71.01	106.52	142.03	177.53	213.04
		$ 110.48	$ 195.13	$ 279.55	$ 364.55	$ 449.54	$ 553.03
	Fran Fee	12.28	21.68	31.06	40.51	49.95	61.45
	TOTAL	$ 122.76	$ 216.81	$ 310.61	$ 405.06	$ 499.49	$ 614.48
2	Cu Yd	$ 123.92	$ 222.78	$ 321.40	$ 420.23	$ 518.79	$ 648.51
	Disposal	71.01	142.03	213.04	284.05	355.06	426.08
		$ 194.93	$ 364.81	$ 534.44	$ 704.28	$ 873.85	$ 1,074.59
	Fran Fee	21.66	40.53	59.38	78.25	97.09	119.40
	TOTAL	$ 216.59	$ 405.34	$ 593.82	$ 782.53	$ 970.94	$ 1,193.99
3	Cu Yd	$ 173.23	$ 321.28	$ 469.31	$ 617.28	$ 765.23	$ 956.54
	Disposal	106.52	213.04	319.56	426.08	532.59	639.11
		$ 279.75	$ 534.32	$ 788.87	$ 1,043.36	$ 1,297.82	$ 1,595.65
	Fran Fee	31.08	59.37	87.65	115.93	144.20	177.29
	TOTAL	$ 310.83	$ 593.69	$ 876.52	$ 1,159.29	$ 1,442.02	$ 1,772.94
4	Cu Yd	$ 222.52	$ 419.95	$ 617.15	$ 814.22	$ 1,011.63	$ 1,264.56
	Disposal	142.03	284.05	426.08	568.10	710.13	852.15
		$ 364.55	$ 704.00	$ 1,043.23	$ 1,382.32	$ 1,721.76	$ 2,116.71
	Fran Fee	40.51	78.22	115.91	153.59	191.31	235.19
	TOTAL	$ 405.06	$ 782.22	$ 1,159.14	$ 1,535.91	$ 1,913.07	$ 2,351.90
5	Cu Yd	$ 272.01	$ 457.61	$ 643.25	$ 828.66	$ 1,014.57	$ 1,268.22
	Disposal	177.53	355.06	532.59	710.13	887.66	1,065.19
		$ 449.54	$ 812.67	$ 1,175.84	$ 1,538.79	$ 1,902.23	$ 2,333.41
	Fran Fee	49.95	90.30	130.65	170.98	211.36	259.27
	TOTAL	$ 499.49	$ 902.97	$ 1,306.49	$ 1,709.77	$ 2,113.59	$ 2,592.68
6	Cu Yd	$ 308.40	$ 523.52	$ 791.19	$ 953.39	$ 1,218.84	$ 1,523.55
	Disposal	213.04	426.08	639.11	852.15	1,065.19	1,278.23
		$ 521.44	$ 949.60	$ 1,430.30	$ 1,805.54	$ 2,284.03	$ 2,801.78
	Fran Fee	57.94	105.51	158.92	200.62	253.78	311.31
	TOTAL	$ 579.38	$ 1,055.11	$ 1,589.22	$ 2,006.16	$ 2,537.81	$ 3,113.09
7	Cu Yd	$ 344.87	$ 589.45	$ 939.18	$ 1,078.08	$ 1,423.11	$ 1,778.87
	Disposal	248.54	497.09	745.63	994.18	1,242.72	1,491.26
		$ 593.41	$ 1,086.54	$ 1,684.81	$ 2,072.26	$ 2,665.83	$ 3,270.13
	Fran Fee	65.93	120.73	187.20	230.25	296.20	363.35
	TOTAL	$ 659.34	$ 1,207.27	$ 1,872.01	$ 2,302.51	$ 2,962.03	$ 3,633.48

CITY OF ROCKLIN
For Rate Year July 1, 2026 through June 30, 2027

PROPOSED - EFFECTIVE JULY 1, 2026
COMMERCIAL RATES

SIZE		Frequency (Pickups per Week) 1	2	3	4	5	6
1	**Cu Yd**	$ 77.22	$ 127.84	$ 178.22	$ 229.20	$ 280.17	$ 350.19
	Disposal	35.51	71.01	106.52	142.03	177.53	213.04
		$ 112.73	$ 198.85	$ 284.74	$ 371.23	$ 457.70	$ 563.23
	Fran Fee	12.53	22.09	31.64	41.25	50.86	62.58
	TOTAL	**$ 125.26**	**$ 220.94**	**$ 316.38**	**$ 412.48**	**$ 508.56**	**$ 625.81**
2	**Cu Yd**	$ 127.64	$ 229.46	$ 331.04	$ 432.84	$ 534.35	$ 667.97
	Disposal	71.01	142.03	213.04	284.05	355.06	426.08
		$ 198.65	$ 371.49	$ 544.08	$ 716.89	$ 889.41	$ 1,094.05
	Fran Fee	22.07	41.28	60.45	79.65	98.82	121.56
	TOTAL	**$ 220.72**	**$ 412.77**	**$ 604.53**	**$ 796.54**	**$ 988.23**	**$ 1,215.61**
3	**Cu Yd**	$ 178.43	$ 330.92	$ 483.39	$ 635.80	$ 788.19	$ 985.24
	Disposal	106.52	213.04	319.56	426.08	532.59	639.11
		$ 284.95	$ 543.96	$ 802.95	$ 1,061.88	$ 1,320.78	$ 1,624.35
	Fran Fee	31.66	60.44	89.22	117.99	146.75	180.48
	TOTAL	**$ 316.61**	**$ 604.40**	**$ 892.17**	**$ 1,179.87**	**$ 1,467.53**	**$ 1,804.83**
4	**Cu Yd**	$ 229.20	$ 432.55	$ 635.66	$ 838.65	$ 1,041.98	$ 1,302.50
	Disposal	142.03	284.05	426.08	568.10	710.13	852.15
		$ 371.23	$ 716.60	$ 1,061.74	$ 1,406.75	$ 1,752.11	$ 2,154.65
	Fran Fee	41.25	79.62	117.97	156.31	194.68	239.41
	TOTAL	**$ 412.48**	**$ 796.22**	**$ 1,179.71**	**$ 1,563.06**	**$ 1,946.79**	**$ 2,394.06**
5	**Cu Yd**	$ 280.17	$ 471.34	$ 662.55	$ 853.52	$ 1,045.01	$ 1,306.27
	Disposal	177.53	355.06	532.59	710.13	887.66	1,065.19
		$ 457.70	$ 826.40	$ 1,195.14	$ 1,563.65	$ 1,932.67	$ 2,371.46
	Fran Fee	50.86	91.82	132.79	173.74	214.74	263.50
	TOTAL	**$ 508.56**	**$ 918.22**	**$ 1,327.93**	**$ 1,737.39**	**$ 2,147.41**	**$ 2,634.96**
6	**Cu Yd**	$ 317.65	$ 539.23	$ 814.93	$ 981.99	$ 1,255.41	$ 1,569.26
	Disposal	213.04	426.08	639.11	852.15	1,065.19	1,278.23
		$ 530.69	$ 965.31	$ 1,454.04	$ 1,834.14	$ 2,320.60	$ 2,847.49
	Fran Fee	58.97	107.26	161.56	203.79	257.84	316.39
	TOTAL	**$ 589.66**	**$ 1,072.57**	**$ 1,615.60**	**$ 2,037.93**	**$ 2,578.44**	**$ 3,163.88**
7	**Cu Yd**	$ 355.22	$ 607.13	$ 967.36	$ 1,110.42	$ 1,465.80	$ 1,832.24
	Disposal	248.54	497.09	745.63	994.18	1,242.72	1,491.26
		$ 603.76	$ 1,104.22	$ 1,712.99	$ 2,104.60	$ 2,708.52	$ 3,323.50
	Fran Fee	67.08	122.69	190.33	233.84	300.95	369.28
	TOTAL	**$ 670.84**	**$ 1,226.91**	**$ 1,903.32**	**$ 2,338.44**	**$ 3,009.47**	**$ 3,692.78**

CITY OF ROCKLIN
For Rate Year July 1, 2026 through June 30, 2027

CURRENT-EFFECTIVE JULY 1, 2025
COMMERCIAL RATES
COMMERCIAL CAN

		Frequency (Pickups per Week)				
		1	2	3	4	5
1	Can	$ 12.58	$ 25.57	$ 38.40	$ 51.25	$ 64.03
	Disposal	8.28	16.57	24.85	33.14	41.42
		$ 20.86	$ 42.14	$ 63.25	$ 84.39	$ 105.45
	Fran Fee	2.32	4.68	7.03	9.38	11.72
	TOTAL	$ 23.18	$ 46.82	$ 70.28	$ 93.77	$ 117.17
2	Cans	$ 14.69	$ 29.54	$ 44.45	$ 59.34	$ 74.10
	Disposal	16.57	33.14	49.71	66.28	82.85
		$ 31.26	$ 62.68	$ 94.16	$ 125.62	$ 156.95
	Fran Fee	3.47	6.96	10.46	13.96	17.44
	TOTAL	$ 34.73	$ 69.64	$ 104.62	$ 139.58	$ 174.39
3	Cans	$ 16.61	$ 33.68	$ 50.36	$ 67.27	$ 84.12
	Disposal	24.85	49.71	74.56	99.42	124.27
		$ 41.46	$ 83.39	$ 124.92	$ 166.69	$ 208.39
	Fran Fee	4.61	9.27	13.88	18.52	23.15
	TOTAL	$ 46.07	$ 92.66	$ 138.80	$ 185.21	$ 231.54
4	Cans	$ 18.48	$ 36.42	$ 83.69	$ 74.65	$ 93.41
	Disposal	33.14	66.28	99.42	132.56	165.70
		$ 51.62	$ 102.70	$ 183.11	$ 207.21	$ 259.11
	Fran Fee	5.74	11.41	20.35	23.02	28.79
	TOTAL	$ 57.36	$ 114.11	$ 203.46	$ 230.23	$ 287.90
5	Cans	$ 20.46	$ 41.44	$ 62.51	$ 83.38	$ 104.32
	Disposal	41.42	82.85	124.27	165.70	207.12
		$ 61.88	$ 124.29	$ 186.78	$ 249.08	$ 311.44
	Fran Fee	6.88	13.81	20.75	27.68	34.60
	TOTAL	$ 68.76	$ 138.10	$ 207.53	$ 276.76	$ 346.04
6	Cans	$ 22.42	$ 45.44	$ 68.54	$ 91.61	$ 114.39
	Disposal	49.71	99.42	149.13	198.84	248.54
		$ 72.13	$ 144.86	$ 217.67	$ 290.45	$ 362.93
	Fran Fee	8.01	16.10	24.19	32.27	40.33
	TOTAL	$ 80.14	$ 160.96	$ 241.86	$ 322.72	$ 403.26

CITY OF ROCKLIN
For Rate Year July 1, 2026 through June 30, 2027

PROPOSED - EFFECTIVE JULY 1, 2026
COMMERCIAL RATES
COMMERCIAL CAN

		Frequency (Pickups per Week)				
		1	2	3	4	5
1	**Can**	$ 12.96	$ 26.34	$ 39.55	$ 52.79	$ 65.95
	Disposal	8.28	16.57	24.85	33.14	41.42
		$ 21.24	$ 42.91	$ 64.40	$ 85.93	$ 107.37
	Fran Fee	2.36	4.77	7.16	9.55	11.93
	TOTAL	**$ 23.60**	**$ 47.68**	**$ 71.56**	**$ 95.48**	**$ 119.30**
2	**Cans**	$ 15.13	$ 30.43	$ 45.78	$ 61.12	$ 76.32
	Disposal	16.57	33.14	49.71	66.28	82.85
		$ 31.70	$ 63.57	$ 95.49	$ 127.40	$ 159.17
	Fran Fee	3.52	7.06	10.61	14.16	17.69
	TOTAL	**$ 35.22**	**$ 70.63**	**$ 106.10**	**$ 141.56**	**$ 176.86**
3	**Cans**	$ 17.11	$ 34.69	$ 51.87	$ 69.29	$ 86.64
	Disposal	24.85	49.71	74.56	99.42	124.27
		$ 41.96	$ 84.40	$ 126.43	$ 168.71	$ 210.91
	Fran Fee	4.66	9.38	14.05	18.75	23.43
	TOTAL	**$ 46.62**	**$ 93.78**	**$ 140.48**	**$ 187.46**	**$ 234.34**
4	**Cans**	$ 19.03	$ 37.51	$ 86.20	$ 76.89	$ 96.21
	Disposal	33.14	66.28	99.42	132.56	165.70
		$ 52.17	$ 103.79	$ 185.62	$ 209.45	$ 261.91
	Fran Fee	5.80	11.53	20.62	23.27	29.10
	TOTAL	**$ 57.97**	**$ 115.32**	**$ 206.24**	**$ 232.72**	**$ 291.01**
5	**Cans**	$ 21.07	$ 42.68	$ 64.39	$ 85.88	$ 107.45
	Disposal	41.42	82.85	124.27	165.70	207.12
		$ 62.49	$ 125.53	$ 188.66	$ 251.58	$ 314.57
	Fran Fee	6.94	13.95	20.96	27.95	34.95
	TOTAL	**$ 69.43**	**$ 139.48**	**$ 209.62**	**$ 279.53**	**$ 349.52**
6	**Cans**	$ 23.09	$ 46.80	$ 70.60	$ 94.36	$ 117.82
	Disposal	49.71	99.42	149.13	198.84	248.54
		$ 72.80	$ 146.22	$ 219.73	$ 293.20	$ 366.36
	Fran Fee	8.09	16.25	24.41	32.58	40.71
	TOTAL	**$ 80.89**	**$ 162.47**	**$ 244.14**	**$ 325.78**	**$ 407.07**

CITY OF ROCKLIN
For Rate Year July 1, 2026 through June 30, 2027

CURRENT-EFFECTIVE JULY 1, 2025

COMMERCIAL RATES

COMMERCIAL TOTERS

		Frequency (Pickups per Week)		
		1	2	3
1	Toter	$ 26.17	$ 52.33	$ 78.49
	Disposal	16.57	33.14	49.71
		$ 42.74	$ 85.47	$ 128.20
	Fran Fee	4.75	9.50	14.24
	TOTAL	$ 47.49	$ 94.97	$ 142.44
2	Toters	$ 45.55	$ 91.13	$ 136.67
	Disposal	33.14	66.28	99.42
		$ 78.69	$ 157.41	$ 236.09
	Fran Fee	8.74	17.49	26.23
	TOTAL	$ 87.43	$ 174.90	$ 262.32
3	Toters	$ 64.96	$ 129.94	$ 194.91
	Disposal	49.71	99.42	149.13
		$ 114.67	$ 229.36	$ 344.04
	Fran Fee	12.74	25.48	38.23
	TOTAL	$ 127.41	$ 254.84	$ 382.27
4	Toters	$ 84.36	$ 168.73	$ 253.09
	Disposal	66.28	132.56	198.84
		$ 150.64	$ 301.29	$ 451.93
	Fran Fee	16.74	33.48	50.21
	TOTAL	$ 167.38	$ 334.77	$ 502.14
5	Toters	$ 103.75	$ 207.46	$ 311.25
	Disposal	82.85	165.70	248.54
		$ 186.60	$ 373.16	$ 559.79
	Fran Fee	20.73	41.46	62.20
	TOTAL	$ 207.33	$ 414.62	$ 621.99

CITY OF ROCKLIN
For Rate Year July 1, 2026 through June 30, 2027

PROPOSED - EFFECTIVE JULY 1, 2026

COMMERCIAL RATES

COMMERCIAL TOTERS

		Frequency (Pickups per Week)		
		1	2	3
1	**Toter**	$ 26.96	$ 53.90	$ 80.84
	Disposal	16.57	33.14	49.71
		$ 43.53	$ 87.04	$ 130.55
	Fran Fee	4.84	9.67	14.51
	TOTAL	**$ 48.37**	**$ 96.71**	**$ 145.06**
2	**Toters**	$ 46.92	$ 93.86	$ 140.77
	Disposal	33.14	66.28	99.42
		$ 80.06	$ 160.14	$ 240.19
	Fran Fee	8.90	17.79	26.69
	TOTAL	**$ 88.96**	**$ 177.93**	**$ 266.88**
3	**Toters**	$ 66.91	$ 133.84	$ 200.76
	Disposal	49.71	99.42	149.13
		$ 116.62	$ 233.26	$ 349.89
	Fran Fee	12.96	25.92	38.88
	TOTAL	**$ 129.58**	**$ 259.18**	**$ 388.77**
4	**Toters**	$ 86.89	$ 173.79	$ 260.68
	Disposal	66.28	132.56	198.84
		$ 153.17	$ 306.35	$ 459.52
	Fran Fee	17.02	34.04	51.06
	TOTAL	**$ 170.19**	**$ 340.39**	**$ 510.58**
5	**Toters**	$ 106.86	$ 213.68	$ 320.59
	Disposal	82.85	165.70	248.54
		$ 189.71	$ 379.38	$ 569.13
	Fran Fee	21.08	42.15	63.24
	TOTAL	**$ 210.79**	**$ 421.53**	**$ 632.37**

CITY OF ROCKLIN
For Rate Year July 1, 2026 through June 30, 2027

CURRENT-EFFECTIVE JULY 1, 2025
COMMERCIAL RATES

	BASE RATE	DISPOSAL	FRANCHISE FEE	TOTAL
EXTRA EMPTIES				
1 Cu Yd	$ 18.31	$ 8.19	$ 2.94	$ 29.44
2 Cu Yd	30.31	16.39	5.19	51.89
3 Cu Yd	42.26	24.58	7.43	74.27
4 Cu Yd	54.35	32.78	9.68	96.81
5 Cu Yd	66.45	40.97	11.94	119.36
6 Cu Yd	82.03	49.16	14.58	145.77
7 Cu Yd	97.62	57.36	17.22	172.20
BIN RENTAL				
1 Cu Yd	$ 19.84		$ 2.20	$ 22.04
2 Cu Yd	24.64		2.74	27.38
3 Cu Yd	29.64		3.29	32.93
4 Cu Yd	34.54		3.84	38.38
5 Cu Yd	39.44		4.38	43.82
6 Cu Yd	44.46		4.94	49.40
7 Cu Yd	49.46		5.50	54.96

PROPOSED - EFFECTIVE JULY 1, 2026
COMMERCIAL RATES

	BASE RATE	DISPOSAL	FRANCHISE FEE	**TOTAL**
EXTRA EMPTIES				
1 Cu Yd	$ 18.86	$ 8.19	$ 3.01	**$ 30.06**
2 Cu Yd	31.22	16.39	5.29	**52.90**
3 Cu Yd	43.53	24.58	7.57	**75.68**
4 Cu Yd	55.98	32.78	9.86	**98.62**
5 Cu Yd	68.44	40.97	12.16	**121.57**
6 Cu Yd	84.49	49.16	14.85	**148.50**
7 Cu Yd	100.55	57.36	17.55	**175.46**
BIN RENTAL				
1 Cu Yd	$ 20.44		$ 2.27	**$ 22.71**
2 Cu Yd	25.38		2.82	**28.20**
3 Cu Yd	30.53		3.39	**33.92**
4 Cu Yd	35.58		3.95	**39.53**
5 Cu Yd	40.62		4.51	**45.13**
6 Cu Yd	45.79		5.09	**50.88**
7 Cu Yd	50.94		5.66	**56.60**

CITY OF ROCKLIN
For Rate Year July 1, 2026 through June 30, 2027

CURRENT-EFFECTIVE JULY 1, 2025
COMMERCIAL RATES
DEBRIS BOXES

	BASE RATE	DISPOSAL	FRANCHISE FEE	**TOTAL**
15 Cu Yd	$ 212.39	$ 222.87	$ 48.36	$ 483.62
20 Cu Yd	232.09	297.16	58.81	588.06
30 Cu Yd	198.12	445.74	71.54	715.40
33 Cu Yd	182.86	490.31	74.80	747.97
40 Cu Yd	152.15	594.32	82.94	829.41
50 Cu Yd	217.06	742.90	106.66	1,066.62
Temporary Bins				
5 Cu Yd	$ 108.83	$ 40.97	$ 16.64	$ 166.44
6 Cu Yd	123.36	49.16	19.17	191.69
7 Cu Yd	137.97	57.36	21.70	217.03

PROPOSED - EFFECTIVE JULY 1, 2026
COMMERCIAL RATES
DEBRIS BOXES

	BASE RATE	DISPOSAL	FRANCHISE FEE	**TOTAL**
15 Cu Yd	$ 218.76	$ 222.87	$ 49.07	**$ 490.70**
20 Cu Yd	239.05	297.16	59.58	**595.79**
30 Cu Yd	204.06	445.74	72.20	**722.00**
33 Cu Yd	188.35	490.31	75.41	**754.07**
40 Cu Yd	156.71	594.32	83.45	**834.48**
50 Cu Yd	223.57	742.90	107.39	**1,073.86**
Temporary Bins				
5 Cu Yd	$ 112.09	$ 40.97	$ 17.01	**$ 170.07**
6 Cu Yd	127.06	49.16	19.58	**195.80**
7 Cu Yd	142.11	57.36	22.16	**221.63**

CITY OF ROCKLIN
For Rate Year July 1, 2026 through June 30, 2027

CURRENT-EFFECTIVE JULY 1, 2025
COMMERCIAL RATES
C & D BINS

	BASE RATE	DISPOSAL	FRANCHISE FEE	**TOTAL**
C & D BINS				
5 Cu Yd	$ 95.76	$ 40.97	$ 15.19	$ 151.92
6 Cu Yd	108.58	49.16	17.53	175.27
7 Cu Yd	137.97	57.36	21.70	217.03

PROPOSED - EFFECTIVE JULY 1, 2026
COMMERCIAL RATES
C & D BINS

		BASE RATE	DISPOSAL	FRANCHISE FEE	**TOTAL**
C & D BINS					
5 Cu Yd		$ 98.63	$ 40.97	15.51	**$ 155.11**
6 Cu Yd		111.84	49.16	17.89	**178.89**
7 Cu Yd	Subject to Note	142.11	57.36	22.16	**221.63**

NOTE: Rate subject to a minimum of three (3) containers per service

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Fire Station 25 Emergency Remediation and Repair

Date: June 9, 2026

Submitted By: Matt McClure, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Ratifying the Determination that An Emergency Existed Requiring the Immediate Expenditure of Public Money to Safeguard Life, Health, Property or Essential Public Services, and Ratifying the Contract with Restoration Management Company for the Remediation and the Contract with Sauren Construction, Inc. for the Repair of Fire Station 25.

Background:

On May 12, 2026, an elevated level of mold was discovered in Fire Station 25, located at 2001 Wildcat Boulevard. Out of an abundance of caution, Fire Station 25 staff were temporarily located to operate out of Fire Station 24, and it was determined that this was an emergency situation and immediate repairs were needed.

Allowing for traditional competitive bidding would take approximately 4-6 weeks, during which the damaged area could expand, a public health hazard could develop, or further deterioration to the facility could occur. Rocklin Municipal Code (RMC) Section 3.04.09.A, authorizes the City Manager to make or authorize purchases and enter into contracts necessary to respond to an emergency condition. On May 12, 2026, the City Manager determined the situation to fall within the definition of an emergency condition and authorized the Public Works Department to move forward with the remediation and repair under the City Manager's emergency authority.

There are two contracts, one for remediation and one for repair. The cost of the remediation contract is $29,097.25 and repair contract is $41,765.00, each of which, are within the City Manager’s signing authority. Each contract also allows for a 15% contingency ($4,364.59 and $6,264.75, respectively). In compliance with state law and the Rocklin Municipal Code (RMC 3.04.090(A)), the City Council is being requested to review and approve of the emergency action taken.

Staff recommends the City Council to adopt a resolution to determine that an emergency existed pursuant to California Contract Public Code 22050 and RMC Section 3.04.090.A, in that the elevated mold found in the facility required immediate action to safeguard life, health, property, and essential public services. Staff also recommends the City Council ratify the determination of the City Manager, pursuant to RMC Section 3.04.090(A), that an emergency existed and that immediate action was necessary, and further ratify the action taken to respond to the emergency.

Additionally, the City Council previously set aside $250,000 in General Fund committed fund balance for a comprehensive Facilities Condition Assessment Study. Following contract award and the appropriation of $140,000, including contingency, approximately $110,000 remains available. Staff recommends reallocating $81,500 of the remaining balance to fund the mitigation work described in this report.

In compliance with the California Public Contract Code and the Rocklin Municipal Code, subsequent reports of the emergency repairs will be provided to the Council. Staff recommends the City Council accept the public work known as the Fire Station 25 Emergency Remediation and Repair on behalf of the City.

Fiscal Impact:
The estimated cost of the emergency work totals $81,500. As discussed above, sufficient funds are available in the Fund 100 committed fund balance to support the recommended appropriation.

ATTACHMENTS:
1. Resolution
2. Restoration Management Company Construction Agreement
3. Sauren Construction, Inc. Construction Agreement

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN RATIFYING THE DETERMINATION THAT AN EMERGENCY EXISTED REQUIRING THE IMMEDIATE EXPENDITURE OF PUBLIC MONEY TO SAFEGUARD LIFE, HEALTH, PROPERTY OR ESSENTIAL PUBLIC SERVICES, AND RATIFYING THE CONTRACT WITH RESTORATION MANAGEMENT COMPANY FOR THE REMEDIATION AND THE CONTRACT WITH SAUREN CONSTRUCTION, INC FOR THE REPAIR OF FIRE STATION 25

WHEREAS, the City is required by the state and local law to competitively bid public works projects, including construction and repair contracts, unless an emergency exists that requires immediate action; and

WHEREAS, pursuant to California Public Contract Code Section 22050, the City Council may, by a four-fifth vote, declare that an emergency exists and authorize the immediate expenditure of public funds to respond to the emergency without complying with competitive bidding requirements; and

WHEREAS, pursuant to Rocklin Municipal Code Section 3.04.090.A, the City Manager is authorized to declare that an emergency exists and make or authorize purchases and enter into contracts necessary to respond to an emergency condition; and

WHEREAS, on May 12, 2026, elevated levels of mold was discovered, and out of an abundance of caution, Fire Station 25 staff were temporarily relocated to operate out of Station 24 and immediate remediation and repair was needed to restore the facility; and

WHEREAS, the condition of the facility requires immediate remediation and repair to prevent or mitigate the loss or impairment of life, health, property or essential public services; and

WHEREAS, the City executed a contract with Restoration Management Company, to perform the emergency remediation work in the amount of $29,097.25 and Sauren Construction, Inc, to perform the emergency repair work in the amount of $41,765.00; and

WHEREAS, to effectively address any additional unforeseen conditions identified during the course of the project, the City Council is requested to grant the City Manager with change order authority of up to 15% of the original contract amounts (Restoration Management Company $4,364.59 and Sauren Construction, Inc $6,264.75); and

WHEREAS, a budget appropriation of $81,500 is necessary to support the emergency remediation and repair cost.

WHEREAS, the City Council previously set aside $250,000 in General Fund committed fund balance for a comprehensive Facilities Condition Assessment Study, of which approximately $110,000 remains available following contract award and appropriation of $140,000. Staff recommends reallocating $81,500 of the remaining balance to fund the emergency remediation and repair work described herein.

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

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby funds and determines, by a four-fifths vote, that an emergency existed pursuant to California Public Contract Code Section 22050, in that the elevated levels of mold required immediate action to safeguard life, health, property, and essential public services.

Section 3. The City Council hereby determines that the emergency procurement was warranted, ratifies the determination of the City Manager pursuant to Rocklin Municipal Code Section 3.04.090.A that an emergency existed and that immediate action was necessary, and further ratifies actions taken to respond to the emergency.

Section 4. The City Council hereby ratifies the contract with Restoration Management Company for the remediation of Fire Station 25 in the amount of $29,097.25 and Sauren Construction, Inc for the repair of Fire Station 25 in the amount of $41,765.00 with the total combined contract amount of $70,862.25, which are attached and incorporated hereto by reference.

Section 5. The City Council hereby authorizes the City Manager the authority to approve any reasonably necessary change orders or amendments to the agreement with Restoration Management Company and/or Sauren Construction, Inc. of up to 15% of the original contract amounts (Restoration Management Company $4,364.59 and Sauren Construction, Inc $6,264.75).

Section 6. A budget appropriation of $81,500 from the General Fund (Fund 100) committed fund balance is hereby approved to support the Fire Station Emergency Remediation and Repair. Any unexpended funds remaining at the conclusion of the project shall be returned to Fund 100 committed fund balance.

PASSED AND ADOPTED this 9th day of June, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

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ATTACHMENT D

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of May 18, 2026, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and **RESTORATION MANAGEMENT COMPANY**, a California Corporation (hereinafter called "Contractor"). The effective date of this Agreement shall be May 18, 2026.

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 this Agreement, Exhibit A (Scope of Work), Attachments A-D, Performance Bond, Payment Bond, Worker's Compensation Insurance Certification, Guarantee Form, Exhibit B (Labor and Prevailing Wage Compliance), General Conditions, 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 Plans and Specifications, 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. If applicable to this Agreement's Scope of Work, the General Conditions shall mean and refer to the current General Conditions 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 Conditions 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

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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: FIRE STATION 25 MOLD REMEDIATION

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, **TWENTY-NINE THOUSAND NINTY-SEVEN DOLLARS AND 25 CENTS ($ 29,097.25)**, 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 Contract Documents.

VI. PROGRESS AND FINAL PAYMENTS

Notwithstanding the General Conditions there will be no Progress Payments made to Contractor and the final payment shall be made in accordance with the billing and final payment information below in the General Conditions.

VII. 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.

VIII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within Fifteen (15) Calendar Days, 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 Conditions.

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.

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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.

D. The amount of the liquidated damages to be paid by Contractor to the City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be Twenty-Fire Hundred Dollars ($2,500.00) for each Calendar day, continuing to the time at which the Work is completed. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

XII. RESERVED (INTENTIONALLY LEFT BLANK)

XIII. 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 Conditions, 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 Conditions.

B. City shall have the right to complete, or cause completion of the work, all as specified in the General Conditions.

XV. PERFORMANCE AND PAYMENT BONDS

A. The Contractor may, depending on the Contract Price, be required before beginning said work, to 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.

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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 if the total amount of the contract is over $25,000.

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

If retention is withheld on this Contract, then the following applies:

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 AND PREVAILING WAGE COMPLIANCE

A. The 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 (Exhibit B).

XVIII. ASSIGNMENT OF ANTITRUST ACTIONS

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

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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.

XXI. INDEMNIFICATION.

A. To the fullest extent permitted by law, and to the fullest extent of Contractor's proportionate liability, Contractor shall indemnify and hold harmless City, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of the City Attorney and counsel retained by City, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or by any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of City. Contractor shall also, at Contractor's own expense, defend the City, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against City, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or any of Contractor's subcontractors, any person employed under Contractor, or under any Subcontractor, or in any capacity. Contractor shall also defend and indemnify City for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless City with respect to Contractor's "independent contractor" status that would establish a liability on City for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. The indemnification provisions are independent of, and shall not in any way be limited by, Contractor's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. City acknowledgement or approval of Contractor's evidence of insurance coverage required by this agreement does not in any way relieve Contractor from its obligations under this Section.

SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:

May 19, 2026
Date

Dave Glover Digitally signed by Dave Glover Date: 2026.05.19 16:52:18 -07'00'
Signature

Dave Glover
Print Name

Executive VP, Chief Risk Officer
Title

(California Corporations: must be signed by company's CEO, President, or Vice President *as well as* the Secretary or CFO.)

May 19, 2026
Date

Jon Takata Digitally signed by Jon Takata Date: 2026.05.19 17:00:42 -07'00'
Signature

Jon Takata
Print Name

Chief Executive Officer
Title

CITY OF ROCKLIN, A Municipal Corporation:

Signed by:
Aly Zimmermann
7209E3EA0F07467...
Aly Zimmermann, City Manager

5/20/2026 | 2:31 PM PDT
Date

APPROVED AS TO FORM:

Signed by:
DeeAnne Gillick
AD2709FD9DCE4F5...
DeeAnne Gillick, Assistant City Attorney

ATTEST:

Signed by:
Avinta Singh
88A95AD69CB047E...
Avinta Singh, City Clerk

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EXHIBIT A

SCOPE OF WORK

1. Scope of Work. The proposed Scope of Work is as follows:
1.1 The following work will be performed:
North East Dorm Room- The full cabinet will be detached, wiped down and placed out of the work area. We will set up a containment barrier using 6 mil thick plastic sheeting along with a negative air unit to establish negative pressure enclosure. The rubber base boards will be removed from the perimeter of the room. The drywall & insulation will be removed 2'up from the perimeter of the walls. The carpet tiles and adhesive will be removed and disposed of. We will perform a moisture inspection on the wood framing. There will be a final detailed cleaning performed hepa sanding, hepa vacuuming and wet wiping with an antimicrobial. The containment will be ready for 3rd party clearance testing.

North West Dorm Room- The full cabinet will be detached, wiped down and placed out of the work area. We will set up a containment barrier using 6 mil thick plastic sheeting along with a negative air unit to establish negative pressure enclosure. The rubber base boards will be removed from the perimeter of the room. The drywall & insulation will be removed 2'up from the perimeter of the walls. The carpet tiles and adhesive will be removed and disposed of. We will perform a moisture inspection on the wood framing. There will be a final detailed cleaning performed hepa sanding, hepa vacuuming and wet wiping with an antimicrobial. The containment will be ready for 3rd party clearance testing.

South East Dorm Room- The full cabinet will be detached, wiped down and placed out of the work area. We will set up a containment barrier using 6 mil thick plastic sheeting along with a negative air unit to establish negative pressure enclosure. The rubber base boards will be removed from the perimeter of the room. The drywall & insulation will be removed 2'up from the perimeter of the walls. The carpet tiles and adhesive will be removed and disposed of. We will perform a moisture inspection on the wood framing. There will be a final detailed cleaning performed hepa sanding, hepa vacuuming and wet wiping with an antimicrobial. The containment will be ready for 3rd party clearance testing.

Day Room-- We will set up a containment barrier using 6 mil thick plastic sheeting isolating the affected area along with a negative air unit to establish negative pressure enclosure. The drywall & insulation will be removed from the ceiling (69') walls (20'). We will perform a moisture inspection on the wood framing. There will be a final detailed cleaning performed heap sanding, hepa vacuuming and wet wiping with an antimicrobial. The containment will be ready for 3rd party clearance testing.

Captains Door Room- The full cabinet will be detached, wiped down and placed out of the work area. We will set up a containment barrier using 6 mil thick plastic sheeting along with a negative air unit to establish negative pressure enclosure. The rubber base

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boards will be removed from the perimeter of the room. The drywall & insulation will be removed 2'up from the perimeter of the walls and the upper wall (25'). We will perform a moisture inspection on the wood framing. There will be a final detailed cleaning performed hepa sanding, hepa vacuuming and wet wiping with an antimicrobial. The containment will be ready for 3rd party clearance testing.

1.2 Removal Requirements and Method
This area will be off limits to all persons except authorized RMC personnel until the Work is completed.
Protective clothing will be used and will include hooded Tyvek suits, boots, gloves and respirators.
Work will be performed in accordance with, and in most cases exceed, standards set by EPA, OSHA, & NIOSH. In particular, the Work will comply with EPA, NIOSH and OSHA asbestos worker protection regulations (e.g. 29 CFR OSHA 1926.1101).
(c) Power and water are to be supplied on site by the owner and/or contractor.

1.3 Disposal Requirements.
Waste and debris will be transported by a licensed and certified hauler in accordance with EPA and California Highway Patrol requirements and disposed at a certified landfill in accordance with EPA and OSHA requirements.

1.4 Agency Notice Requirements.

1.5 Limitations on Responsibility. RMC will not be responsible for the following:

SPECIFIC EXCLUSIONS TO TERMS AND CONDITIONS
Incidental Damage: The necessity of safety precautions, such as taping plastic barriers to walls, etc. can involve some damage to walls, fixtures and floor coverings, such as paint, wallpaper, carpet, etc. Customer understands this and will be responsible for all such damages.
Consultant Costs: Any costs associated with sampling, testing and inspections performed by third party or independent labs.
Construction: Any reconstruction of the residence.
Asbestos: Any cost associated with asbestos testing is not included.
Contents: Content moving or packing is not included.
Drying Equipment: Any cost for drying equipment is not included.

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EXHIBIT B

LABOR AND PREVAILING WAGE COMPLIANCE

1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Contractor and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Contractor acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Contractor shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. The City will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the City.

C. By executing this Contract Contractor warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

2. PREVAILING WAGE RECORDS

A. The Contractor and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Contractor /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Contractor's principal office. These records shall be maintained during the course of the Work. The Contractor and all subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The City shall notify the Contractor in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Contractor shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Contractor shall forfeit as penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Contractor or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

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C. To the extent applicable, Contractor and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

D. The City will not recognize any claims for additional compensation because of the payment of the prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in entering into the Contract, and will not under any circumstances, other than delays caused by the City, or the City's agents, be considered as the basis of a claim against the City.

3. Labor Discrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

> "No discrimination shall be made in the employment of persons upon public works because of their race, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex of such person, except as provided in Section 12940 of the Government Code, and every General Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

4 Eight-Hour Day Limitation

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Contractor, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Contractor and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the City. It is hereby further agreed that, except as provided in (a) above, the Contractor shall forfeit as a penalty to the City the sum of twenty-five dollars ($25) for each worker employed in the performance of the Contract by the Contractor or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

(a) The Contractor's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby

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incorporated by reference into this Contract. As applicable, the Contractor or any Subcontractor employed by the Contractor in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.

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CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of May 19, 2026, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and **SAUREN CONSTRUCTION, INC**, a California Corporation (hereinafter called "Contractor"). The effective date of this Agreement shall be May 19, 2026.

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 this Agreement, Exhibit A (Scope of Work), the Informal Bid Form Attachments (Attachments A-D), Performance Bond, Payment Bond, Worker's Compensation Insurance Certification, Guarantee Form, Exhibit B (Labor and Prevailing Wage Compliance), General Conditions, 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 Plans and Specifications, 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. If applicable to this Agreement's Scope of Work, the General Conditions shall mean and refer to the current General Conditions 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 Conditions 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: FIRE

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STATION 25 RESTORATION.

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, **FORTY-ONE THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS ($41,765)**, 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 Contract Documents.

VI. PROGRESS AND FINAL PAYMENTS

Notwithstanding the General Conditions there will be no Progress Payments made to Contractor and the final payment shall be made in accordance with the billing and final payment information below in the General Conditions.

VII. 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.

VIII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within Six (6) Calendar Days, 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 Conditions.

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

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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.

D. The amount of the liquidated damages to be paid by Contractor to the City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be Twenty-Fire Hundred Dollars ($2,500.00) for each Calendar day, continuing to the time at which the Work is completed. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

XII. RESERVED (INTENTIONALLY LEFT BLANK)

XIII. 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 Conditions, 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 Conditions.

B. City shall have the right to complete, or cause completion of the work, all as specified in the General Conditions.

XV. PERFORMANCE AND PAYMENT BONDS

A. The Contractor may, depending on the Contract Price, be required before beginning said work, to 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.

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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 if the total amount of the contract is over $25,000.

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

If retention is withheld on this Contract, then the following applies:

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 AND PREVAILING WAGE COMPLIANCE

A. The 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 (Exhibit B).

XVIII. ASSIGNMENT OF ANTITRUST ACTIONS

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

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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.

XXI. INDEMNIFICATION.

A. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless City, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of the City Attorney and counsel retained by City, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or by any of Contractor's subcontractors, any person employed under Contractor, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of City. Contractor shall also, at Contractor's own expense, defend the City, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against City, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Contractor, or any of Contractor's subcontractors, any person employed under Contractor, or under any Subcontractor, or in any capacity. Contractor shall also defend and indemnify City for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless City with respect to Contractor's "independent contractor" status that would establish a liability on City for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

B. The indemnification provisions are independent of, and shall not in any way be limited by, Contractor's insurance coverage or lack of coverage, or by the insurance requirements of this agreement. City acknowledgement or approval of Contractor's evidence of insurance coverage required by this agreement does not in any way relieve Contractor from its obligations under this Section.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:

5/19/2026 | 4:58 PM PDT
Date

DocuSigned by:
Steve Mays
Signature

Steve Mays
Print Name

President
Title

(California Corporations: must be signed by company's CEO, President, or Vice President *as well as* the Secretary or CFO.)

5/19/2026 | 5:03 PM PDT
Date

Signed by:
Kelly Mays
Signature

Kelly Mays
Print Name

Secretary
Title

CITY OF ROCKLIN, A Municipal Corporation:

Signed by:
Aly Zimmermann
Aly Zimmermann, City Manager

5/27/2026 | 11:56 AM PDT
Date

APPROVED AS TO FORM:

Signed by:
DeeAnne Gillick
DeeAnne Gillick, Assistant City Attorney

ATTEST:

Signed by:
Avinta Singh
Avinta Singh, City Clerk

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EXHIBIT A

SCOPE OF WORK

General Requirements

- Project supervision and coordination
- Protection of adjacent finishes and occupied areas
- Daily cleanup and debris disposal
- Material procurement and delivery

Carpentry

- Reinstall full-height cabinetry at affected locations in dorms
- Cleating and backing repairs as required
- Finish trim and cabinet reset work

Thermal & Moisture Protection

- Replace removed batt insulation at affected wall and ceiling areas
- Furnish and install R-13 foil or paper-faced batt insulation

Finishes

- Replace drywall up to 2'-0" high around dorm room perimeters where indicated
- Replace damaged ceiling and wall drywall in Day Room
- Replace upper wall drywall in Captains Door Room
- Tape, texture, and finish drywall repairs to match existing adjacent finishes
- Prime and paint repaired walls and ceilings
- Replace carpet tile in affected areas (pending available matching specification)
- Replace 4" rubber/vinyl cove base at affected areas

Time Period

- Time is of the essence. The work shall commence immediately upon receipt of a notice to proceed from the city and be complete within 6 days.

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EXHIBIT B

LABOR AND PREVAILING WAGE COMPLIANCE

1. PREVAILING WAGE

A. The Work contemplated herein constitutes a public work within the meaning of Labor Code sections 1720 and 1771. It shall be mandatory upon the Contractor and upon any Subcontractor, to pay not less than the said specified prevailing rates of wages to all workers employed by them under the Contract in accordance with Labor Code section 1774. The Director of the Department of Industrial Relations ("DIR") of the State of California has determined the general prevailing rate of wages of per diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the Contract. The Contractor acknowledges that it has examined the prevailing rate of per diem wages as established by the DIR. Copies of the current schedules for prevailing wages are on file at City Hall, and the contents of those schedules are incorporated herein as if set forth in full. The Contractor shall post a copy of the applicable prevailing wage determinations at each job site, along with any other work place posters required by law.

B. The City will not recognize any claims for additional compensation because of the payment of prevailing wages. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the City.

C. By executing this Contract Contractor warrants that it has registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5.

2. PREVAILING WAGE RECORDS

A. The Contractor and each subcontractor shall keep an accurate payroll record which shows the name, address, social security number, correct work classification (in accordance with the wage decision), both straight and overtime worked each day and week, and hourly rate of pay, gross wages earned, deductions made and net wages paid to each journeyman, apprentice, worker or other employee paid by the Contractor /subcontractor in connection with the Work. These payroll records shall be certified and shall be made available at Contractor's principal office. These records shall be maintained during the course of the Work. The Contractor and all subcontractors shall make the certified payroll records available for inspection by City representatives upon request and shall permit such representatives to interview employees during the work hours on the job site.

B. The City shall notify the Contractor in writing of any discrepancies or violations that are discovered during such inspections. Written notification pursuant to this Section shall include the actions that will be necessary to resolve the discrepancies and/or violations. The Contractor shall be held entirely responsible for the prompt resolution of all non-compliances with the prevailing wage laws, including those pertaining to all subcontractors and any lower-tier subcontractors. The Contractor shall forfeit as penalty to the City the amount specified by law for each calendar day or portion thereof for each worker (whether employed by the Contractor or any subcontractor) paid less than the stipulated prevailing rates for any work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.

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C. To the extent applicable, Contractor and subcontractors shall maintain and furnish to the Department of Industrial Relations ("DIR"), a certified copy of each weekly payroll (but no less often than monthly), with a statement of compliance signed under penalty of perjury. Such certified payroll reports shall be transmitted electronically to the DIR.

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Attention is directed to Section 1735 of the Labor Code, which reads as follows:

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4 Eight-Hour Day Limitation

(a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, incorporated herein by reference, eight hours labor shall constitute a day's work, and no worker in the employ of Contractor, or any Subcontractor, doing or contracting to do any part of the work contemplated by the Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.

(b) The Contractor and each Subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by them in connection with the Contract. This record shall be open at all reasonable hours to the inspection of the City. It is hereby further agreed that, except as provided in (a) above, the Contractor shall forfeit as a penalty to the City the sum of twenty-five dollars ($25) for each worker employed in the performance of the Contract by the Contractor or by any of its Subcontractors for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in and one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

5. Compliance with State Requirements for Employment of Apprentices

(a) The Contractor's attention is directed to Section 1777.5 of the Labor Code. Provisions of said Section pertaining to employment of registered apprentices are hereby

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incorporated by reference into this Contract. As applicable, the Contractor or any Subcontractor employed by the Contractor in the performance of this Contract shall take such actions as necessary to comply with the provisions of Section 1777.5.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Public Facilities Impact Fees Annual Inflation Adjustment

Date: June 9, 2026

Submitted By: Megan Bressem, Management Analyst
Daniel Choe, Administrative Services Deputy Director

Department: Administrative Services - Finance

Recommendation:
Conduct a Public Hearing and Consider the Following Action:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing the Annual Inflation Adjustments to the Public Facilities Impact Fees.

Background:
City of Rocklin Ordinance No. 893 established a public facilities development impact fee on issuance of all building permits for development in the City to pay for public facility improvements pursuant to the Mitigation Fee Act (Government Code section 66000 et seq.). On June 28, 2022, the City Council adopted Ordinance No. 1149, updating the City's impact fees including the Public Facilities Impact Fee to account for the impacts of new development, and adopted Resolution No. 2022-144, setting the public facilities impact fee rates and fee schedule, effective January 1, 2023.

Pursuant to Rocklin Municipal Code Sections 3.16.520 (C) and 3.16.530, the public facilities impact fees shall be annually adjusted for inflation by City Council resolution. The inflation adjustments must be based on the average of the Engineering News-Record's Construction Cost Index for 20 cities and for San Francisco, as published in the Engineering News-Record Publication for the preceding twelve months ending in May. The resultant fees shall be rounded to the nearest dollar figure. The Engineering News-Record's Construction Cost Index for the preceding twelve months ending in May 2026 is 2.44%.

The inflationary factor has been applied to the July 1, 2025 public facilities impact fee rates and is reflected in Exhibit A (Attachment 2) . The adjusted fees will be effective July 1, 2026. Staff recommends adoption of a resolution (Attachment 1) to adjust the public facilities fees, effective July 1, 2026, to account for inflation on construction costs.

Fiscal Impact:
There is no direct fiscal impact to the General Fund from the staff recommendation (impact fees are separate from the General Fund). Adoption of the resolution will allow fees to be collected at a rate adjusted for inflation.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Adjusted Public Facilities Impact Fees

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
AUTHORIZING THE ANNUAL INFLATION ADJUSTMENTS
TO THE PUBLIC FACILITIES IMPACT FEES

WHEREAS, the City Council of the City of Rocklin adopted Ordinance No. 893 establishing a public facilities development impact fee on issuance of all building permits for development in the City to pay for public facility improvements pursuant to the Mitigation Fee Act (Government Code section 66000 et seq.); and

WHEREAS, on June 28, 2022, the City Council of the City of Rocklin adopted Ordinance No. 1149 updating the City's impact fees including the Public Facilities Impact Fee to account for the impacts of new development and adopted Resolution No. 2022-144 setting the public facilities impact fee rates and fee schedule, effective January 1, 2023; and

WHEREAS, pursuant to Rocklin Municipal Code Section 3.16.530, the public facilities impact fees shall be adjusted for inflation annually by City Council resolution; and

WHEREAS, pursuant to Rocklin Municipal Code Section 3.16.520 (C), the inflation adjustment must be based on the average of the Engineering News-Record's Construction Cost Index for 20 cities and for San Francisco, as published in the Engineering News Record Publication for the preceding twelve months ending in May. The resultant fees shall be rounded to the nearest dollar figure; and

WHEREAS, the Engineering News-Record's Construction Cost Index for the preceding twelve months ending in May 2026 is 2.44%.

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

Section 1. The public facilities impact fees will be adjusted by the Engineering News-Record's Construction Cost Index as reflected in Exhibit A.

Section 2. The adjusted fees will be effective July 1, 2026.

PASSED AND ADOPTED this 9th day of June, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A

Public Facilities Impact Fees Adjusted by 2.44% Inflationary Factor

Rounded to the Nearest Dollar Figure Pursuant to Rocklin Municipal Code Section 3.16.520 (C)

Effective July 1, 2026

Development Type	Unit	Current Fee as of 7/1/2025	Adjusted Fee Effective 7/1/2026
Residential <600 Sq. Ft.	DU	$ 870.00	$ 891.00
Residential 600-1,000 Sq. Ft.	DU	$ 1,069.00	$ 1,095.00
Residential >1,000-1,500 Sq. Ft.	DU	$ 1,706.00	$ 1,748.00
Residential >1,500-2,500 Sq. Ft.	DU	$ 2,378.00	$ 2,436.00
Residential >2,501-3,500 Sq. Ft.	DU	$ 2,791.00	$ 2,859.00
Residential 3,500+ Sq. Ft.	DU	$ 3,618.00	$ 3,706.00
Residential - Age Restricted	DU	$ 1,249.00	$ 1,279.00
Convalescent Care	DU	$ 1,157.00	$ 1,185.00
Retail	KSF	$ 1,943.00	$ 1,990.00
Office	KSF	$ 1,560.00	$ 1,598.00
Office-Medical	KSF	$ 1,249.00	$ 1,279.00
Industrial	KSF	$ 521.00	$ 534.00
Industrial-High Tech	KSF	$ 1,041.00	$ 1,066.00
Church, Other Assembly	KSF	$ 139.00	$ 142.00
Hotel	Room	$ 486.00	$ 498.00
Community College	Student	$ 139.00	$ 142.00

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Levy and Collection of Assessments for Lighting Maintenance District No. 1 for Fiscal Year 2026/27

Date: June 9, 2026

Submitted By: Megan Bressem, Management Analyst
Daniel Choe, Administrative Services Deputy Director/City Treasurer

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 Ordering the Levy and Collection of Assessments for Lighting Maintenance District No. 1 and Confirming a Diagram and Assessment.
B. Adopt a Resolution of the City Council of the City of Rocklin Requesting the Collection of Taxes, Assessments and Liens on the 2026/27 Tax Roll (Lighting Maintenance District No. 1).

Background:
In 1979, in accordance with the California Streets and Highways Code, Division 15, Part 2, section 22500 et seq. (the Landscaping and Lighting Act of 1972), the City of Rocklin established the Lighting Maintenance District No. 1 (the District). The District was formed for the purposes of maintaining street lights and safety lighting located within the District. A map of the District is included on page 8 of the Engineer's Report (Attachment 3).

The Landscaping and Lighting Act of 1972 (the Act), identifies the process required to annually levy and collect assessments to meet the needs of the District. The Act requires an annual Engineer’s Report to be prepared each fiscal year (FY) for which assessments are to be levied and collected. The report is to contain plans and specifications regarding improvements to be maintained, an estimated cost for maintaining the improvements, a diagram of the proposed assessment area and an assessment of the estimated costs.

For areas within the district created before the 1996/97 tax year, Proposition 218 requires any modification of assessment rates or methodologies to be brought to the voters. The maximum allowable tax for these areas has not changed since the 1996/97 tax year.

For FY 2026/27, budgeted expenses for the District will equal budgeted assessment revenue. The Engineer's Report (Attachment 3) shows that based on the budgeted needs of the District, and depending on location, the District's assessment rate for FY 2026/27 will be between $11.05 and $125.15 for a single-family residential parcel.

Pursuant to the Act, in order for the City to levy and collect assessments for FY 2026/27 to pay for the cost of maintaining street lights and safety lighting for the District, it is necessary for the City Council to request the preparation of an Engineer's Report, approve or modify and approve the completed Engineer's Report, declare an intent to levy and collect assessments, and set and hold a hearing.

On March 24, 2026, the City Council adopted Resolution No. 2026-024, which ordered the preparation of the Engineer's Report. On May 12, 2026, the City Council adopted Resolutions No. 2026-055 and No. 2026-056, which approved the report and set the public hearing for June 9, 2026. A Notice of Public Hearing was published in the Placer Herald on May 22, 2026.

This item includes two resolutions for adoption. Resolution A (Attachment 1) would authorize staff to request that Placer County attach property tax liens ordering the levy and collection of assessments for the District and confirm a diagram and assessment. Resolution B (Attachment 2) is required by Placer County to levy and collect assessments and place liens on the 2026/27 tax roll on the City's behalf. It also indemnifies the County for any errors in those tax rolls submitted by the City.

Adoption of the attached resolutions will allow the City to levy and collect assessments for Fiscal Year 2026/27 for the cost of maintaining street lights and safety lighting for the District.

Fiscal Impact:
The total assessment revenue for FY 2026/27 is proposed to be set at approximately $251,800 to meet the operational needs of the District. The District's budget is equal to the assessments for FY 2026/27.

ATTACHMENTS:
1. Resolution A
2. Resolution B
3. LMD No. 1 Engineer's Report

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS
FOR LIGHTING MAINTENANCE DISTRICT NO. 1 AND
CONFIRMING A DIAGRAM AND ASSESSMENT

WHEREAS, pursuant to Division 15, Part 2, of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" ("the Act"), the City Council of the City of Rocklin has formed a maintenance district that is known and designated as Lighting Maintenance District No. 1 (hereinafter referred to as the "Maintenance District"); and

WHEREAS, the City Council has ordered the preparation of an Engineer's Report ("report") (Resolution No. 2026-024), and the report has been prepared and filed with this City Council pursuant to law for its consideration and, subsequently thereto, the City Council approved said report (Resolution No. 2026-055), and adopted the Resolution of Intention to order the levy and collection of assessments in said Maintenance District as set forth in said report and, further, proceeded to give notice of the time and place for public hearing on the question of the levy of the proposed assessment (Resolution No. 2026-056); and

WHEREAS, at this time, the City Council has heard all testimony and evidence and is desirous of proceeding with the levying of assessments.

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

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby orders the services and maintenance work to be done as set forth in the report as approved, and orders the levy and collection of the assessments as shown and set forth and described in said report.

Section 3. The diagram and assessment, as set forth and contained in said report, are hereby confirmed and adopted.

Section 4. The adoption of this Resolution constitutes the levy of the maintenance assessments for the fiscal year commencing July 1, 2026 and ending June 30, 2027.

Section 5. The City Treasurer shall place in a special fund known as the:

"LIGHTING MAINTENANCE DISTRICT NO. 1"

All monies collected by the Tax Collector pursuant to the provisions of this Resolution and law and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

Section 6. The City staff is hereby ordered and directed to file a certified copy of the diagram and assessment roll with the County Auditor together with a certified copy of this Resolution upon its adoption.

Section 7. A certified copy of this assessment shall be on file in the office of the City Clerk as Resolution No. 2026-055, and open for public inspection.

PASSED AND ADOPTED this 9th day of June, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
REQUESTING THE COLLECTION OF TAXES,
ASSESSMENTS AND LIENS ON THE 2026/27 TAX ROLL
(LIGHTING MAINTENANCE DISTRICT NO. 1)

WHEREAS, pursuant to Division 15, Part 2, of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" ("the Act"), the City Council of the City of Rocklin established the Lighting Maintenance District No. 1, for which annual assessments are collected on behalf of the City by the County of Placer on the annual property tax roll; and

WHEREAS, the County of Placer requires, as a condition of the collection of taxes, assessments, liens and other charges on behalf of the City that the City warrants the legality of said charges and defend and indemnify the County from any challenge to the legality thereof.

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

Section 1. The Auditor-Controller of Placer County is requested to attach for collection on the County 2026/27 tax rolls the City of Rocklin Lighting Maintenance District No. 1 assessments ("Assessments") as set forth in Rocklin City Council Resolution No. 2026-055.

Section 2. The City warrants and represents that the Assessments comply with all requirements of state law, including, but not limited to, Articles XIII C and XIII D of the California Constitution (Proposition 218).

Section 3. The City releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by the County of any of the Assessments on behalf of the City.

Section 4. The City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments in any manner arising out of the collection by County of any of the Assessments requested to be collected by the County for the City, or in any manner arising out of the City establishment and imposition of said Assessments. The City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of the Assessments, the County may offset the amount of the judgment from any other monies collected by the County on behalf of the City, including property taxes.

Section 5. The City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to City by County from any person concerning the City's assessments, and that the City will not refer such persons to County officers and employees for response.

Section 6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the assessments, as provided by Government Code sections 29304 and 51800.

PASSED AND ADOPTED this 9th day of June, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

City of Rocklin

Engineer's Report

Lighting Maintenance District No. 1

FISCAL YEAR 2026/2027

Intent Meeting: May 12, 2026
Public Hearing: June 9, 2026

27368 Via Industria, Suite 200
Temecula, California 92590
T. 951.587.3500 800.755.6864
F. 951.587.3510 888.326.6864

www.willdan.com

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I. OVERVIEW

A. BACKGROUND

The City of Rocklin Lighting Maintenance District No. 1 ("the District") was formed for the purpose of maintaining streetlights and safety lighting located within the District. The 2026/2027 Engineer's Report for the District is submitted pursuant to Division 15, Part 2, of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" ("the Act"), and in accordance with the provisions of Chapter 1, Article 4, commencing with Section 22565, of the Act.

The 2026/2027 Engineer's Report consists of the following:

1. Plans and specifications of the improvements to be maintained.
2. An estimate of the costs for maintaining the improvements for the 2026/2027 Fiscal Year.
3. An assessment of the estimated costs for the maintenance work for the 2026/2027 Fiscal Year.
4. A diagram of the area proposed to be assessed.
5. An assessment roll for the 2026/2027 Fiscal Year.

II. PLANS AND SPECIFICATIONS

The District was formed to maintain all "Improvements" within the District; which consist of street lighting and safety lighting in the District. The total number of streetlights to be maintained in 2026/2027 will be 1,632.

Safety lighting to be maintained consists of traffic signals and flashing yellow safety lights. There are twenty (20) traffic signals, three (3) flashing beacons and thirty-four (34) rectangular flashing beacons to be maintained in the District during Fiscal Year 2026/2027.

III. ESTIMATE OF COST

The City's budget for the District is shown below and details the estimated costs for Fiscal Year 2026/2027 as available at the time of preparation of this report.

The total cost of operating the District in 2026/2027 is as follows:

Estimated Street Lighting Costs	$228,200
Administrative Overhead	23,600
Total Costs	**$251,800**
Total Assessments [(1)]	**$251,800**

[(1)] Slight variance from Total Assessment in Table A of Section IV. Due to rounding.

The estimated cost of street lighting is based on the following assumptions:

1. Projected rates from PG&E; and
2. Updates to the street light inventory.

IV. METHOD OF APPORTIONMENT

A. ASSESSMENT OF THE ESTIMATED COSTS

The formula detailed below was used during the 1996/1997 assessment proceedings. In compliance with Proposition 218, the city will levy the 2026/2027 assessments using the methodology and data used in the previous year. There is no change in the assessment methodology.

The annual levy by Zone of Benefit for 2026/2027 is shown in Table A (page 6 of this report).

The annual assessment for lighting maintenance is calculated using the following formula:

Annual Assessment = I + J + K + L + M

Where,
I = Street Lighting Maintenance Assessment
J = Administrative Overhead
K= Miscellaneous Energy Assessment
L= 1996-1997 Fixed Adjustment
M= Cost of Public Notification

The formula for the Street Lighting Maintenance Assessment is as follows:

1996/1997 estimated energy costs for street lighting minus the difference between the 1995/1996 estimated and actual costs for street lighting energy, divided by the total number of assessable units per zone.

The Administrative Overhead is a flat $5.74 per parcel. This amount is 15% of the total cost of maintenance, divided by the total number of assessable units in the District as of 1996/1997.

The formula is as follows:

(Street Light Costs + Traffic Safety Light Costs + Reserve Capitalization)*.15/Total Assessable Units

The Miscellaneous Energy Assessment is calculated using the following formula, where the letter represents the column in the table:

Miscellaneous Energy Assessment=Total Estimated Costs/Total District EDUs

Equivalent Dwelling Units (EDUs) are assigned to each land use, as shown in the table below, based on the criteria assigned in a particular category. The total number of EDUs for the District is divided into the total cost of "Miscellaneous Energy", deriving a "per EDU" assessment.

EDU Assignments:

Land Use Category	Land Use	Unit	EDU per Unit
Residential	Single Family	DU	1.00
	Multi-Family	DU	0.63
	Mobile Home Park	DU	0.56
	Retirement	DU	0.28
Hotel / Motel		Room	0.69
Office		1,000 SF	1.75
Retail			
Low	Mini-Storage	1,000 SF	0.14
	Lumber Yard	1,000 SF	0.40
	Hardware	1,000 SF	0.59
	Auto Dealer	1,000 SF	0.95
Medium	Neighborhood	1,000 SF	1.38
	Regional Center	1,000 SF	1.66
	Supermarket	1,000 SF	1.69
	Specialty	1,000 SF	2.05
High	Restaurant	1,000 SF	3.02
	Convenient Market	1,000 SF	3.49
	Discount Club	1,000 SF	4.36
	Coffee Shop	1,000 SF	4.66
	Fast Food	1,000 SF	6.11
	Banks	1,000 SF	7.86
	Gas Station	Station	1.88
Industrial	Light Industrial	1,000 SF	0.92
	Heavy Industrial	1,000 SF	0.70
	Warehouse	1,000 SF	0.69
Golf Courses		Hole	4.27

The EDU assignments for parcels designated as other than single family residential, or vacant or undeveloped land can be found in the above table.

The 1996/1997 fixed adjustment was calculated using the following formula:

((Total Costs Per Zone/120,822)*15,000)/Total Parcels Per Zone *

*Fixed Adjustment per 1996/1997 calculation. This adjustment was derived by using a formula that allocates the 1996/1997 deficit reduction costs ($15,000) back to each zone of benefit based on the percentage of 1996/1997 lighting costs ($120,822) of the zone of benefit as compared to the District.

TABLE A
ANNUAL LEVY BY ZONE OF BENEFIT – 2026/2027
Lighting Maintenance District No. 1

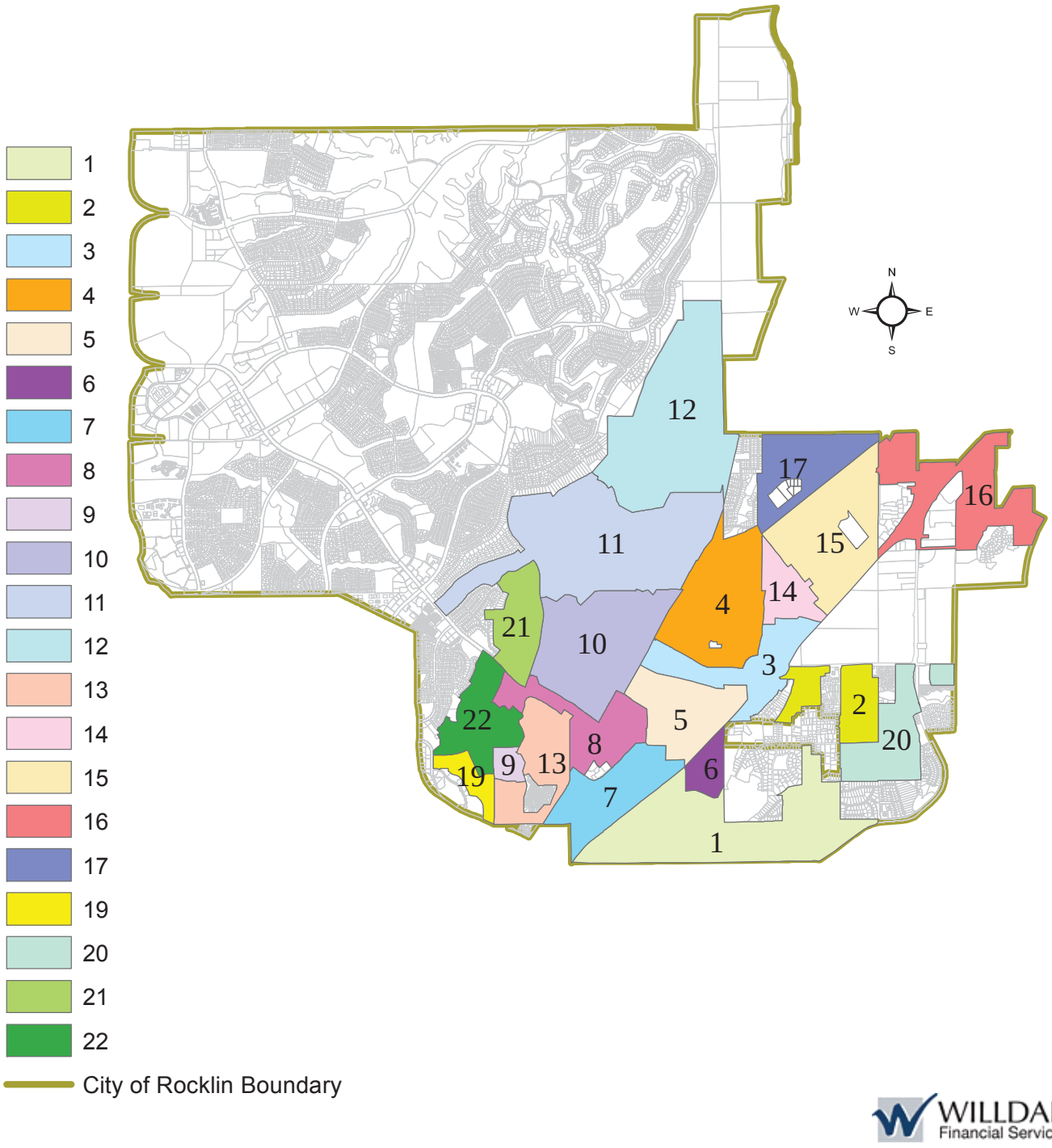
Zone	Total Levied Parcels	High Density EDU	High Density Assessment	EDU	Applied Assessment Rate ($)	Assessment ($)	Max Assessment Rate ($)	Total Assessment ($) [1]
1	408	0.00	0.00	408.00	$11.04	$4,504.32	$11.05	$4,504.32
2	169	39.17	440.08	164.00	$40.44	6,632.16	$40.44	7,072.24
3	131	857.11	9,528.80	63.00	$40.58	2,556.54	$40.58	12,085.34
4	520	301.62	4,312.90	455.00	$40.58	18,463.90	$40.58	22,776.80
5	101	335.95	7,364.98	80.00	$40.58	3,246.40	$40.58	10,611.38
6	75	0.00	0	75.00	$35.10	2,632.50	$35.11	2,632.50
7	460	238.87	3,218.78	409.00	$36.86	15,075.74	$36.86	18,294.52
8	103	557.66	7,281.26	74.76	$125.14	9,355.70	$125.15	16,636.96
9	24	0.00	0	24.00	$58.26	1,398.24	$58.27	1,398.24
10	457	89.21	960.72	441.00	$26.54	11,704.14	$26.54	12,664.86
11	910	18.00	385.20	901.00	$35.84	32,291.84	$35.85	32,677.04
12	392	6.17	55.58	391.00	$55.58	21,731.78	$55.59	21,787.36
13	438	255.26	2,283.34	427.00	$32.26	13,775.02	$32.27	16,058.36
14	133	281.33	3,177.76	106.00	$52.12	5,524.72	$52.12	8,702.48
15	66	990.87	8,316.92	14.00	$34.96	489.44	$34.97	8,806.36
16	15	106.46	887.62	13.03	$31.38	409.02	$31.38	1,296.64
17	35	410.46	3,100.94	10.00	$20.90	209.00	$20.90	3,309.94
19	73	0.00	0	73.00	$33.68	2,458.64	$33.69	2,458.64
20	292	310.69	2,396.12	286.00	$46.00	13,156.00	$46.00	15,552.12
21	279	4.73	45.60	278.00	$45.60	12,676.80	$45.61	12,722.40
22	598	2.94	33.10	597.00	$33.10	19,760.70	$33.11	19,793.80
Total	**5,679**	**4,806.50**	**53,789.70**	**5,289.80**		**$198,052.60**		**$251,842.30**

[1] Slight Variance from Total Assessment in City's Budget in Section III. due to rounding.

V. ASSESSMENT DIAGRAM

The Assessment Diagram for the District is shown below and it contains the zones of benefit for the District.

City of Rocklin
Lighting Maintenance District No. 1



WILLDAN Financial Services

VI. ASSESSMENT ROLL

The Assessment Roll is a listing of the proposed assessment for Fiscal Year 2026/2027 apportioned to each lot or parcel, as shown on the last equalized roll of the Assessor of the County of Placer. The Preliminary Assessment Roll is provided as part of this report and is incorporated herein.

The description of each lot or parcel is part of the records of the Assessor of the County of Placer and these records are, by reference, made part of this Report.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Levy and Collection of Assessments for Landscape and Lighting Maintenance District No. 2 for Fiscal Year 2026/27

Date: June 9, 2026

Submitted By: Megan Bressem, Management Analyst
Daniel Choe, Administrative Services Deputy Director/City Treasurer

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 Ordering the Levy and Collection of Assessments for Landscape and Lighting Maintenance District No. 2 and Confirming a Diagram and Assessment.
B. Adopt a Resolution of the City Council of the City of Rocklin Requesting the Collection of Taxes, Assessments and Liens on the 2026/27 Tax Roll (Landscape and Lighting Maintenance District No. 2).

Background:
In 1984, in accordance with the California Streets and Highways Code, Division 15, Part 2, section 22500 et seq. (the Landscaping and Lighting Act of 1972), the City of Rocklin established the Landscape and Lighting Maintenance District No. 2 (the District). The District was formed for the purposes of maintaining street lights, safety lighting, and all costs related to the maintenance of roadway landscaping located within the District. A map of the District is included on page 14 of the Engineer's Report (Attachment 3).

The Landscaping and Lighting Act of 1972 (the Act), identifies the process required to annually levy and collect assessments to meet the needs of the District. The Act requires an annual Engineer’s Report to be prepared each fiscal year (FY) for which assessments are to be levied and collected. The report is to contain plans and specifications regarding improvements to be maintained, an estimated cost for maintaining the improvements, a diagram of the proposed assessment area and an assessment of the estimated costs.

For areas within the district created before the 1996/97 tax year, Proposition 218 requires any modification of assessment rates or methodologies to be brought to the voters. The maximum allowable tax for these areas has not changed since the 1996/97 tax year.

The maximum tax for areas annexed into the District after the 1996/97 tax year are based on a base year rate equivalent to the first year's actual utility and maintenance costs, increased by an annual 4% inflationary factor.

For FY 2026/27, budgeted expenses for the District exceed budgeted assessment revenue by $364,300 due to increases in operating expenses. District reserves will cover the shortfall. The Engineer's Report (Attachment 3) shows that based on the budgeted needs of the District, and depending on location, the District's assessment rate for FY 2026/27 will be between $5 and $1,648.51.

Pursuant to the Act, in order for the City to levy and collect assessments for FY 2026/27 to pay for the cost of maintaining street lights, safety lighting, and roadway landscaping for the District, it is necessary for the City Council to request the preparation of an Engineer's Report, approve or modify and approve the completed Engineer's Report, declare an intent to levy and collect assessments, and set and hold a hearing.

On March 24, 2026, the City Council adopted Resolution No. 2026-025, which ordered the preparation of the Engineer's Report. On May 12, 2026, the City Council adopted Resolutions No. 2026-057 and No. 2026-058, which approved the report and set the public hearing for June 9, 2026. A Notice of Public Hearing was published in the Placer Herald on May 22, 2026.

This item includes two resolutions for adoption. Resolution A (Attachment 1) would authorize staff to request that Placer County attach property tax liens ordering the levy and collection of assessments for the District and confirm a diagram and assessment. Resolution B (Attachment 2) is required by Placer County to levy and collect assessments and place liens on the 2026/27 tax roll on the City's behalf. It also indemnifies the County for any errors in those tax rolls submitted by the City.

Adoption of the attached resolutions will allow the City to levy and collect assessments for Fiscal Year 2026/27 for the cost of maintaining street lights, safety lighting, and roadway landscaping for the District.

Fiscal Impact:
Total assessment revenue for FY 2026/27 is proposed to be set at approximately $2,906,200 to meet the operational needs of the District. Based on the District's budget, this level of funding will leave the District with a deficit of $364,300 for FY 2026/27. The deficit will be covered by the existing fund balance.

ATTACHMENTS:
1. Resolution A
2. Resolution B
3. LLMD No. 2 Engineer's Report

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 2 AND CONFIRMING A DIAGRAM AND ASSESSMENT

WHEREAS, pursuant to Division 15, Part 2, of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" ("the Act"), the City Council of the City of Rocklin has formed a maintenance district that is known and designated as: Landscape and Lighting Maintenance District No. 2 (hereinafter referred to as the "Maintenance District"); and

WHEREAS, this City Council has ordered the preparation of an Engineer's Report ("report") (Resolution No. 2026-025), and the report has been prepared and filed with the City Council pursuant to law for its consideration and, subsequently thereto, the City Council approved said report (Resolution No. 2026-057), and adopted the Resolution of Intention to order the levy and collection of assessments in said Maintenance District as set forth in said report and, further, proceeded to give notice of the time and place for public hearing on the question of the levy of the proposed assessment (Resolution No. 2026-058); and

WHEREAS, at this time, the City Council has heard all testimony and evidence and is desirous of proceeding with the levying of assessments.

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

Section 1. The above recitals are all true and correct.

Section 2. The City Council hereby orders the services and maintenance work to be done as set forth in the report as approved, and orders the levy and collection of the assessments as shown and set forth and described in said report.

Section 3. The diagram and assessment, as set forth and contained in said report, are hereby confirmed and adopted.

Section 4. The adoption of this Resolution constitutes the levy of the maintenance assessments for the fiscal year commencing July 1, 2026 and ending June 30, 2027.

Section 5. The City Treasurer shall place in that special fund known as the:

"LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 2"

All monies collected by the Tax Collector pursuant to the provisions of this Resolution and law and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

Section 6. Any necessary budgetary actions to realign the Maintenance District's budgets with the assessments as shown, set forth, and described in said report are hereby approved.

Section 7. The City staff is hereby ordered and directed to file a certified copy of the diagram and assessment roll with the County Auditor together with a certified copy of this Resolution upon its adoption.

Section 8. A certified copy of this assessment shall be on file in the office of the City Clerk as Resolution No. 2026-057, and open for public inspection.

PASSED AND ADOPTED this 9th day of June, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
REQUESTING THE COLLECTION OF TAXES,
ASSESSMENTS AND LIENS ON THE 2026/27 TAX ROLL
(LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 2)

WHEREAS, pursuant to Division 15, Part 2, of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" ("the Act"), the City Council of the City of Rocklin established the Landscape and Lighting Maintenance District No. 2, for which annual assessments are collected on behalf of the City by the County of Placer on the annual property tax roll; and

WHEREAS, the County of Placer requires, as a condition of the collection of taxes, assessments, liens and other charges on behalf of the City that the City warrants the legality of said charges and defend and indemnify the County from any challenge to the legality thereof.

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

Section 1. The Auditor-Controller of Placer County is requested to attach for collection on the County 2026/27 tax rolls the City of Rocklin Lighting Maintenance District No. 2 assessments ("Assessments") as set forth in Rocklin City Council Resolution No. 2026-057.

Section 2. The City warrants and represents that the Assessments comply with all requirements of state law, including, but not limited to, Articles XIII C and XIII D of the California Constitution (Proposition 218).

Section 3. The City releases and discharges the County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of the Assessments on behalf of the City.

Section 4. The City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments in any manner arising out of the collection by County of any of the Assessments requested to be collected by County for City, or in any manner arising out of the City establishment and imposition of said Assessments. The City agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of one of the Assessments, the County may offset the amount of the judgment from any other monies collected by the County on behalf of the City, including property taxes.

Section 5. The City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to City by County from any person concerning the City's assessments, and that City will not refer such persons to County officers and employees for response.

Section 6. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the assessments, as provided by Government Code sections 29304 and 51800.

PASSED AND ADOPTED this 9th day of June, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

City of Rocklin

Engineer's Report

Landscape and Lighting Maintenance District No. 2

FISCAL YEAR 2026/2027

Intent Meeting: May 12, 2026
Public Hearing: June 09, 2026

27368 Via Industria, Suite 200
Temecula, California 92590
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www.willdan.com

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I. OVERVIEW

A. BACKGROUND

The City of Rocklin Landscaping and Lighting Maintenance District No. 2 ("the District") was formed for the purpose of maintaining streetlights, safety lighting, and all related costs of maintenance of roadway landscaping located within the District. The 2026/2027 Engineer's Report for the District is submitted for review pursuant to Division 15, Part 2, of the Streets and Highways Code of the State of California, being known as the "Landscaping and Lighting Act of 1972" ("the Act"), and in accordance with the provisions of Chapter 1, Article 4, commencing with Section 22565, of the Act.

The 2026/2027 Engineer's Report consists of the following:

1. Plans and specifications of the improvements to be maintained.
2. An estimate of the costs for maintaining the improvements for the 2026/2027 Fiscal Year.
3. An assessment of the estimated costs for the maintenance work for the 2026/2027 Fiscal Year.
4. A diagram of the area proposed to be assessed.
5. An assessment roll for the 2026/2027 Fiscal Year.

II. PLANS AND SPECIFICATIONS

The District was formed to maintain all "Improvements" within the District, which consist of street lighting, safety lighting, and all related costs for the maintenance of roadway landscaping in the District. The total number of streetlights to be maintained in 2026/2027 will be 2,924.

Safety lighting to be maintained consists of traffic signals and flashing yellow safety lights. There are fifty-two (52) traffic signals, three (3) flashing beacons and eighteen (18) blinker signs to be maintained in the District during 2026/2027.

Landscaping maintenance costs consist of labor, materials, water, electric (for landscape water meters), contract and professional services, and equipment associated with the maintenance of landscaping. The cost of operating irrigation timers for roadway landscaping is also included in this category of expense. There are one hundred fifty-four (154) irrigation controllers. Maintenance costs will be allocated to the "benefit zones" of the District based on the level of maintenance required by each zone.

III. ESTIMATE OF COST

The City's budget for the District shown below details the estimated costs for Fiscal Year 2026/2027, as available at the time of preparation of this report.

Estimated Landscape Maintenance Costs	$1,537,800
Estimated Signals and Lights Costs	1,298,200
Estimated Administrative Overhead	405,500
County Collection Fee	29,100
Total Costs	**$3,270,600**
Reserve Contribution	(364,318)
Total Assessments*	**$2,906,282**

* Levy will be slightly less than the budgeted amount due to the rounding of parcels to the nearest even penny in order to be placed on the Secured Roll.

Details of total costs:

Labor/Benefits	$870,900
Materials/supplies	125,500
Utilities	415,500
Services	725,600
Communications	647,500
Travel, Training	7,500
Fleet Services	102,800
Repair and Maintenance	287,000
Rentals	7,000
Collection Fees	29,100
Equipment	5,000
Miscellaneous	500
Administrative Overhead	46,700
[1] **Total**	**$3,270,600**

Proposed maintenance includes:
Replacement/repair of existing landscape, walls, and fences.

[1] Costs exceed expenses due to an increase in operating expenses. This expense will be paid from District reserves.

IV. METHOD OF APPORTIONMENT

A. ASSESSMENT OF THE ESTIMATED COSTS

Assessments are listed by Zone of Benefit in the attached Table A. All assessments were created by the calculations described below in June of 1996, except in Zones of Benefit 42 through Zone of Benefit 86. Zones of Benefit 42-54 and 56-86 were established by resolution following a landowner election. Zone of Benefit 55 was established at the time of annexation into the City in accordance with Local Agency Formation Commission findings. All zones have been assigned a base year assessment, and zones 42 through 86 are adjusted annually by 4 percent to reflect inflationary increases.

Unit Assignment Tables

For all "planned" parcels located in zones 24, 32, 33, 34, 35, and 36 (Stanford Ranch), and for developed commercial and multi-family parcels located in zones 23, 30, 52, 54, and 56 an Equivalent Dwelling Unit (EDU) total has been assigned to each parcel. An EDU is defined for taxing purposes as a single-family detached house on a single lot. The standard EDU is based on an average density of 5.3 single-family units per acre for an approved final large lot subdivision map. All other uses are compared to the single-family dwelling unit in establishing the number of taxable units assigned to a parcel of land.

Zoning Classification	EDUs per unit or acre	
Developed Residential		
Single Family Residential	1.0	per unit
Condominium	1.0	per unit
Duplex, Triplex	0.8	per unit
Multi-Family	10.0	per acre
Developed Non-Residential		
Business/Professional	10.0	per acre
Commercial	10.0	per acre
Industrial	6.0	per acre
Undeveloped Parcels	5.3	per acre

For parcels located in zone 58 and zone 67, the following EDU factors have been designated and only those parcels within these two zones that are in their final map phase prior to June 30th of the current year are subject to the upcoming fiscal year's assessment.

Zoning Classification	EDUs per unit or acre	
Developed Residential		
Single Family Residential	1.0	per unit
Multi-Family Residential	0.63	per unit
Developed Non-Residential		
Business/Professional	5.3	per acre
Commercial	5.3	per acre

For parcels located in zones 59 through 86 the following EDU factors have been designated for each land use:

Zoning Classification	EDUs per unit or acre	
Developed Residential		
Single Family Residential	1.0	per unit
Multi-Family Residential	0.63	per unit
Developed Non-Residential		
Business/Professional	5.3	per acre
Commercial	5.3	per acre
Undeveloped Non-Residential		
Commercial	5.3	per acre

Zone 55

For all parcels located in the Atherton Tech Center/Herman Miller Property (zone 55), an Equivalent Taxing Unit (ETU) total has been assigned to each parcel. An ETU is defined for taxing purposes as a Final Use Parcel. A Final Use Parcel is a parcel that has been subdivided to its final lot size. Parcels not determined to be Final Use Parcels are assigned an ETU factor based upon estimated future development. The Herman Miller property (now owned by William Jessup University) was determined to have an ETU assignment of 28 ETUs.

Zones of Benefit 23 through 41

Assessments in Zones of Benefit 23 through 41 were calculated as detailed below.

The annual assessment for landscaping and lighting is calculated using the following formula:

Annual Assessment = I + J + K + L + M

Where,

I = Street Lighting Maintenance Assessment
J = Administrative Overhead
K = Traffic Safety Lighting Assessment
L = Landscape Maintenance Assessment
M = Cost of Notification

The formula for the Street Lighting Maintenance Assessment is as follows:

(G-(D-E))/C

Where,
G = 1996-1997 Estimated Street Light Maintenance Costs
D = 1995-1996 Estimated Street Light Maintenance Costs
E = 1995-1996 Actual Street Light Maintenance Costs
C = Number of assessable Equivalent Dwelling Units assigned in the benefit zone

The Administrative Overhead of $3.33 per Equivalent Dwelling Unit represents 15% of the total 1996-1997 lighting maintenance costs for District 1, divided evenly by the number of assessable 1996-1997 EDUs in District 1. See the 1996-1997 Engineer's Report for District 1 EDU figures.

The Traffic Safety Lighting Assessment is calculated using the following formula:

Traffic Safety Lighting Assessment = Total Cost of Maintenance for Traffic Safety/Total EDU's

The Landscape Maintenance Assessment is calculated using the following formula:

Landscape Assessment = Cost of Landscape Maintenance per Zone / total EDUs per zone

B. ASSESSMENT RATES

Zones of Benefit 23 through 41

Assessments in Zones of Benefit 23 through 41 for the purposes of this report were established in June of 1996 and have not changed. In compliance with Proposition 218, the City will levy the 2026/2027 assessments using the same methodology used in the previous year. There has been no change in the assessment methodology since 1996-1997 assessment proceedings.

Zones of Benefit 42 through 54 and 56 through 86

Assessments in Zones of Benefit 42 through 54 and 56 through 86 were assigned a base year assessment in the year of the zone's formation with a 4% inflation rate to be added to the base levy in each year after the base year. The base year and base assessment are shown below:

Zone	Zone Description	Resolution Number	Base Year	Base Rate/EDU
42	Stanford Ranch Lot 34	98-269	1999-2000	$117.00
43	Andrea Court	98-168	1998-1999	$158.00
44	Parcel 38 Stanford Ranch	98-222	1998-1999	$101.00
45	Reedy Subdivision	98-332	1999-2000	Single Family = $88.00 High Density = $21.00
46	Sunset West/R.C.Collet	99-105	1999-2000	$28.54
47	Sunset West/Cresleigh	99-106	1999-2000	$29.53
48	Sunset West-Diversified Investors/Syncom Homes/Cresleigh/Kaufman and Broad	99-373	2000-2001	$33.88
49	Sunset West Lot 49A, B & C	00-176	2000-2001	$61.37
50	Quarry Ridge Units 1-4	00-346	2001-2002	$73.87
51	Yankee Hill Estates Units 1-6	01-299	2002-2003	$90.21
52	Rock Eight Units 1-3	02-140	2002-2003	$69.05
53	Quarry Ridge Units 6 & 7	02-236	2003-2004	$57.27
54	Sunset West Lots 1 & 2A	03-047	2003-2004	$28.83
56	Sierra Valley Oaks	03-237	2004-2005	$50.53
57	Parcel K- Stonegate	04-037	2004-2005	$52.49
58	Whitney Oaks	05-070	2005-2006	$124.68
59	Blue Oaks	05-170	2006-2007	$67.08
60	Orchard Creek	06-036	2006-2007	$34.53
61	Croftwood	06-055	2006-2007	$310.44
62	Granite Lakes Estates	07-060	2007-2008	$159.84
63	Rocklin Executive Office Park	07-252	2008-2009	$243.05
64	Sierra College Center	07-307	2008-2009	$184.55
65	Meyer Court	08-219	2008-2009	$65.18
66	Pacific Tech Center	08-121	2008-2009	$92.23

Zone	Zone Description	Resolution Number	Base Year	Base Rate/EDU
67	Whitney Ranch Phase II SD-2006-06A	11-155	2011-2012	$66.02
68	Sierra College Interchange Rocklin Commons DL 2006-7	13-30	2013-2014	$77.68
69	Sierra College Interchange Rocklin Crossings DL 2006-7	13-31	2013-2014	$58.60
70	Sunset West Parcel 48 SD-2006-02	2013-119	2013-2014	$47.57
71	Sunset West Parcel 39 SD-2006-04	2013-184	2013-2014	$75.47
72	Rocklin Del Rio Self Storage DL-2009-01	2014-7	2013-2014	$9.13
73	Rocklin 60 SD-2005-07	2014-242	2014-2015	$379.95
74	Arco Station DR-2013-11	2014-88	2014-2015	$256.98
75	Avalon SD-2013-01	2014-246	2014-2015	$357.15
76	Parklands South SD-2013-03	2014-266	2014-2015	$371.46
77	Center at Secret Ravine DL-2009-03	2015-79	2015-2016	$96.56
78	Brighton Subdivision SD-2014-0002	2015-220	2015-2016	$279.57
79	Garnet Creek SD-2013-10	2015-216	2015-2016	$79.87
80	Spring Valley Phase 1 Village 1 SD-2013-07	2015-223	2015-2016	$207.49
81	Audi Rocklin SD-2013-06	2015-307	2015-2016	$79.82
83	Parklands North 2016-04	2016-04	2015-2016	$455.86
85	Granite Drive Estates 216-99	2016-41	2016-2017	$10.23
86	Spring Valley Village Phase I 2016-64	2016-64	2016-2017	$206.24

The base year assessment for landscaping and lighting maintenance is calculated using the following formula:

Annual Assessment = I + J + K + L

Where,
I = Street Lighting Maintenance Assessment
J = Administrative Overhead
K = Traffic Safety Lighting Assessment
L = Landscape Maintenance Assessment

The formula for the Street Lighting Maintenance Assessment is as follows: **G/C**

Where,
G = Estimated Street Light Maintenance Costs for the year in which the zone was formed
C = Number of assessable Equivalent Dwelling Units assigned in the benefit zone for the year in which the zone was formed or, in the case of zone 58, the number of anticipated Equivalent Dwelling Units once the zone is fully developed.

The Traffic Safety Assessment and Landscape Maintenance Assessment are calculated using the same formulas applied in Zones of Benefit 23 through 41. The assessments are calculated using the same data used in the year in which the zone was created.

Zone of Benefit 55

Assessments in Zone of Benefit 55 were assigned a base year assessment in the fiscal year following the zone's annexation with a 4% inflation rate to be added to the base levy in each year after the base year. A study conducted by City staff determined that the costs of maintenance in Zone of Benefit 55 would be approximately the equivalent to assessments collected under the 2002-2003 Placer County CSA#28 - Zone 47 assessment methodology. The base assessment was determined to be equivalent to the area's prior year assessment as determined by the methodology applied by the Placer County CSA #28 - Zone 47.

The base year assessment for landscaping and lighting maintenance is calculated using the following formula:

Annual Assessment = (I x A) + L

Where,
I = Street Lighting Maintenance Assessment
A = Gross Assessable Acreage
L = Landscape Maintenance Assessment

The formula for the Street Lighting Maintenance Assessment is as follows: **G/B**
Where,
G = Estimated Street Light Maintenance Costs
B = Gross assessable acres in the benefit zone

The Landscape Maintenance Assessment is calculated using the following formula:

Landscape Assessment = Cost of Landscape Maintenance per zone / ETUs per zone

Zone of Benefit 55 allows for the assessments on a common area to be reapportioned to the parcels receiving benefit from that common on the basis of land area.

TABLE A
ESTIMATED UNITS AND EDU'S – 2026/2027
LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT NO. 2

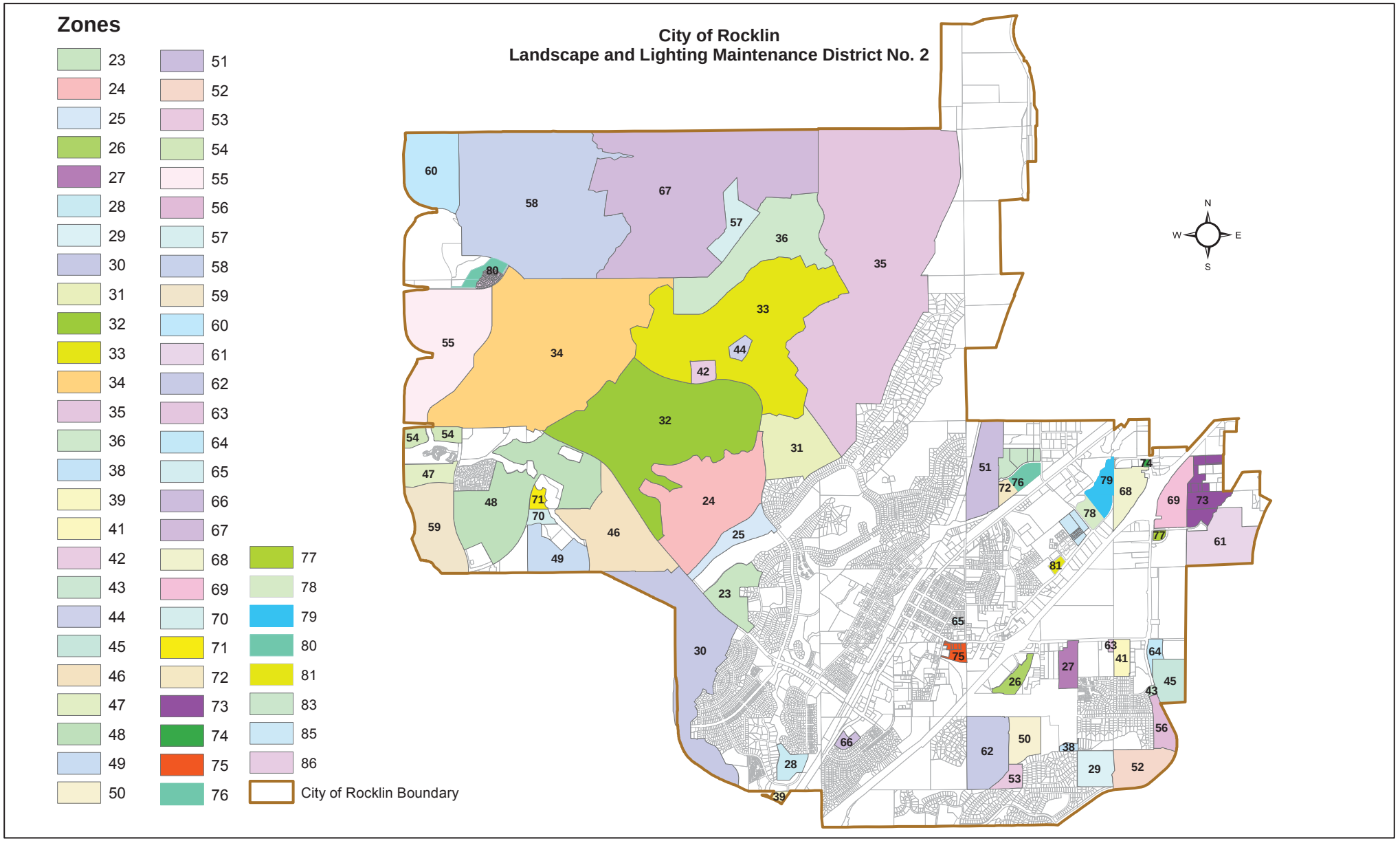
Zone	Total Parcels FY 2026/2027	Total EDUs FY 2026/2027	Maximum Assessment Rate	Applied Rate	Total FY 2026/2027 Levy
23	198	268.02	$48.30	$48.30	$12,945.36
24	1,052	1,277.55	$90.39	$90.38	115,467.30
25	132	132.00	$50.78	$50.78	6,702.96
26	37	37.00	$8.79	$8.78	324.86
27	73	73.00	$24.12	$24.12	1,760.76
28	123	123.00	$72.61	$72.60	8,929.80
29	80	80.00	$34.79	$34.78	2,782.40
30	885	1,633.32	$49.57	$49.56	80,955.14
31	291	291.00	$60.09	$60.08	17,483.28
32	746	2,024.78	$84.76	$84.76	171,620.18
33	1,148	1,354.34	$89.50	$89.50	121,213.36
34	1,183	3,014.22	$71.83	$71.83	216,500.72
35	1,854	1,854.00	$5.00	$5.00	9,270.00
36	512	657.38	$87.73	$87.72	57,666.84
39	93	0.00	$0.00	$0.00	0.00
41	76	76.00	$36.10	$36.10	2,743.60
42	101	101.00	$337.25	$337.24	34,061.24
43	8	8.00	$473.79	$473.78	3,790.24
44	65	65.00	$302.85	$302.84	19,684.60
45	140	140.00	$253.73	$253.72	35,520.80
46	517	535.79	$82.24	$82.24	44,063.34
47	176	176.00	$85.20	$85.20	14,995.20
48	1,030	1,030.00	$93.89	$93.88	96,696.40
49	258	258.00	$170.12	$170.12	43,890.96
50	62	62.00	$196.94	$196.94	12,210.28
51	198	198.00	$231.24	$231.24	45,785.52
52	95	96.10	$176.99	$176.98	17,007.72
53	30	30.00	$141.15	$141.14	4,234.20
54	3	57.24	$71.06	$71.06	4,067.48
55	38	174.61	$1,648.51	$1,648.51	287,852.94
56	70	70.00	$119.72	$119.72	8,380.40
57	109	109.00	$124.36	$124.36	13,555.24
58	1,836	1,853.08	$284.11	$284.10	526,459.66
59	167	451.23	$146.97	$146.97	66,315.34

Zone	Total Parcels FY 2026/2027	Total EDUs FY 2026/2027	Maximum Assessment Rate	Applied Rate	Total FY 2026/2027 Levy
60	12	440.24	$75.66	$75.66	33,308.14
61	139	139.00	$680.20	$680.20	94,547.80
62	50	110.00	$336.75	$336.75	37,042.00
63	7	3.13	$492.38	$492.35	1,542.16
64	1	54.01	$373.86	$373.86	20,192.18
65	9	9.00	$126.96	$126.96	1,142.64
66	7	41.02	$186.84	$186.84	7,664.50
67	1,547	1,547.00	$118.89	$118.88	183,907.36
68	18	199.49	$129.34	$129.34	25,801.54
69	20	261.71	$97.57	$97.57	25,535.30
70	61	61.00	$79.20	$79.20	4,831.20
71	48	48.00	$125.66	$125.66	6,031.68
72	1	50.88	$15.20	$15.20	773.38
73	169	169.00	$608.31	$608.30	102,802.70
74	1	6.73	$411.48	$411.48	2,769.26
75	76	76.00	$571.80	$571.80	43,456.80
76	66	66.00	$594.71	$594.70	39,250.20
77	4	18.82	$148.64	$148.64	2,797.38
78	74	74.00	$430.38	$430.38	31,848.12
79	79	79.00	$122.95	$122.94	9,712.26
80	130	130.00	$319.42	$319.42	41,524.60
81	1	24.59	$122.87	$122.87	3,021.36
83	76	76.00	$701.77	$701.76	53,333.76
85	71	81.82	$15.14	$15.14	1,238.74
86	89	89.00	$305.28	$305.28	27,169.92
Total	**16,142**	**22,166.09**			**$2,906,183.10**

Note: EDU, Maximum and Applied Rates are rounded to two decimal places for reporting purposes. Levy for individual parcels are rounded to the nearest even pennies as required by Placer County.

V. ASSESSMENT DIAGRAM

The map showing benefit zone boundaries is attached to the Report.


Zones
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City of Rocklin Boundary
City of Rocklin
Landscape and Lighting Maintenance District No. 2
N
W
E
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VI. ASSESSMENT ROLL

The Assessment Roll is a listing of the proposed assessment for Fiscal Year 2026/2027 apportioned to each lot or parcel, as shown on the last equalized roll of the Assessor of the County of Placer. The Preliminary Assessment Roll is provided as part of this report and is incorporated herein.

The description of each lot or parcel is part of the records of the Assessor of the County of Placer and these records are, by reference, made part of this Report.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Inclusionary Housing In-Lieu Fee

Date: June 9, 2026

Submitted By: Elizabeth Sorg, Assistant to the City Manager
Aly Zimmermann, City Manager

Department: City Manager's Office

Recommendation:
Conduct a Public Hearing and Consider the Following Action:
Adopt a Resolution of the City Council of the City of Rocklin Establishing an Inclusionary Housing In-Lieu Fee.

Background:
On November 11, 2025, City Council adopted Ordinance 1195, which requires residential projects within the City to include affordable units as part of their development. In order to meet these obligations, projects can either construct the required percentage of affordable units or comply with the requirements in one of three alternate ways:

- Constructing affordable units offsite
- Paying an in-lieu fee
- Rehabilitating and converting existing market rate units to affordable units

As of today, there is no adopted in-lieu fee that developers can use as an alternative to building the required affordable units.

Since March of 2025, staff have been working with Keyser Marston and Associates to produce a report that recommends an inclusionary housing ordinance, an in-lieu fee, and a commercial linkage fee. On April 28, 2026 as part of a larger discussion about the City's Affordable Housing Inclusionary Program and Commercial Linkage Fee Analysis (the Report), staff presented to City Council three proposed options for an in-lieu fee:

- A $5 per square foot fee as recommended by the Report
- A $5 per square foot fee applied only to residential units above 3,000 square feet
- A graduated fee that increases as square footage increases for units

After reviewing an analysis of in-lieu fees for neighboring jurisdictions, City Council directed staff to return with a $2.75 per square foot fee for residential development.

The Resolution before the City Council (Attachment 1) proposes a $2.75 per square foot fee that residential developments can opt to pay in-lieu of constructing affordable housing units. The fee is allowed by-right, meaning developers can elect to pay the fee to satisfy the inclusionary obligations and the approval of the fee is a ministerial action; no further conditions would prevent the developer from meeting their obligation once the fee is paid.

This proposed fee does not propose any modifications to the existing Inclusionary Housing Ordinance. Staff continues to work with consultant Keyser Marston on proposed edits to the existing Inclusionary Housing Ordinance that incorporate the feedback provided at the April 28, 2026 City Council meeting.

Staff recommends adoption of this fee to allow residential developments more options to meet affordability requirements while the Inclusionary Housing Ordinance is being revised.

Additionally, based on the recommendations in the Report, staff recommends the fee be indexed to changes in the California Construction Cost Index and adjusted annually. Any future adjustments would be brought before the City Council for approval.

Fiscal Impact:
The adoption of this fee has the potential to create $5 to $15 million in total fee revenue based on the number of projects entitled and the density of the units in each project. This revenue will be budgeted in a separate fund to incentivize the creation of affordable housing.

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ESTABLISHING AN INCLUSIONARY HOUSING IN-LIEU FEE

WHEREAS, the City Council of the City of Rocklin has the authority to establish fees; and

WHEREAS, on November 11, 2025, the City Council of the City of Rocklin adopted Ordinance No. 1195, enacting Rocklin Municipal Code Chapter 17.95 "Inclusionary Housing Requirements"; and

WHEREAS, Ordinance No. 1195 provides that an in-lieu fee may be established by resolution as an alternative method of compliance with the inclusionary housing requirements; and

WHEREAS, the City Council desires to establish an in-lieu fee; and

WHEREAS, the City Council desires to update the fee annually based on the California Construction Cost Index.

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

Section 1. The following Inclusionary Housing In-Lieu Fee to which the provisions of Ordinance 1195, as may be amended from time to time, apply is hereby adopted: Inclusionary Housing In-Lieu Fee: $2.75 per square foot of livable space of each building that is included as part of each housing development project. For purposes of this fee "livable space" is as defined in Government Code section 66313, as may be amended, and "housing development project" is as defined by Ordinance No. 1195, as may be amended.

Section 2. The Inclusionary Housing In-Lieu Fee may be adjusted on July 1st of each year by a percentage equal to the change for the prior year for construction costs based on the average of the Engineering News-Record's Construction Cost Index for 20 cities and for San Francisco, as published in the Engineering News Record Publication for the preceding twelve months ending in May.

PASSED AND ADOPTED this 9th day of June, 2026, by the following vote:

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

ATTEST: _____
David Bass, Mayor

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Fiscal Year 2025/26 Third Quarter Reports: Financial, Building, Capital Improvement Program, and Strategic Plan Update and Position Allocation Change

Date: June 9, 2026

Submitted By: Zonousia Lee, Budget Officer
Daniel Choe, Administrative Services Deputy Director
Andrew Keys, Assistant City Manager

Department: Administrative Services - Finance

Recommendation:

A. Receive and File the Quarterly Finance Report, Quarterly Building Report and the Capital Improvement Program Progress Report for the Quarter Ended March 31, 2026.
B. Receive a Progress Update on the 2025 - 2027 Strategic Plan's Action Plan.
C. Adopt a Resolution of the City Council of the City of Rocklin Approving the Deletion of One Payroll Administrator Position From the Administrative Services Department and the Addition of One Payroll Technician I/II Position To the Administrative Services Department.

Background:

Fiscal Year (FY) 2025/26 Third Quarter Financial Report

The quarterly financial report (Attachment 1) provides an overview of the City of Rocklin's current financial position as of March 2026. The City's departments and the Finance Division evaluate budget-to-actual performance to ensure fiscal stability, identify potential concerns, recommend necessary adjustments, and implement operational changes as required. This process ensures that the City remains financially sound while proactively addressing any emerging issues. During the quarterly financial review, staff did not identify any necessary budgetary adjustments to the FY 2025/26 Operating Budget, however, staff recommends an allocation change within the Administrative Services Department, as discussed below.

Building Permits and CIP Progress Reports

The Quarterly Building Report is included as Attachment 2, aligning building activity data with related revenue trends and financial performance indicators. From January through March of 2026, 606 permits were issued, and $1.9 million in fees were charged.

The Capital Improvement Program (CIP) Progress Report is included as Attachment 3 and provides a quarterly status update on CIP projects and programs.

2025 - 2027 Strategic Plan Update

On August 12, 2025, the City Council affirmed the 2025 - 2027 Strategic Plan and the accompanying Work Plan. The Work Plan framework (Attachment 4) is designed to guide the strategic use of City resources and ensure alignment between Council priorities and the City's two-year budget cycle. This quarterly update highlights activities during the January 1, 2026 to March 31, 2026 period. Key efforts during this quarter are outlined in Attachment 4 and include the hiring and training of new firefighter recruits, advancing key housing initiatives through ongoing Affordable Housing Agreement negotiations with USA Properties for The Steven project, the successful launch of the SizeUp platform to provide enhanced tools and data to support local businesses. Staff also applied for a Placer Valley Tourism grant to support targeted improvements to the Quarry Park Amphitheater, aimed at expanding event capacity, increasing visitor activity, and supporting ongoing economic development.

In public safety, following the adoption of the Rocklin Unified School District e-bike policy in December 2025, Rocklin Police Department and RUSD began the enforcement phase in February 2026 across all K–8 campuses. Since implementation, the City has seen a significant reduction in collisions involving juveniles operating e-transportation, reflecting improved safety outcomes for students and families.

As the City progresses through the second year of the 2025 - 2027 Strategic Plan cycle, quarterly updates will continue to provide progress reports on both new and ongoing initiatives. City staff remain committed to carrying out the Council's strategic vision and ensuring Rocklin continues to build upon its foundation as a resilient, vibrant, livable, sustainable, and safe community.

Position Allocation Change

Staff recommends adding a 1.0 full-time equivalent (FTE) Payroll Technician I/II and deleting a 1.0 FTE Payroll Administrator position, based on a consultant assessment and analysis of workload distribution. The evaluation found that current payroll functions align more appropriately with the Payroll Technician classification. This change will better align staffing with operational needs and support efficient payroll service delivery. Staff recommends the City Council Adopt a Resolution approving the position change.

Fiscal Impact:

There is no direct fiscal impact associated with accepting these quarterly reports.

ATTACHMENTS:

1. FY 2025/26 Third Quarter Financial Report
2. Community Development Department January through March 2026
3. Capital Improvement Program Progress Report
4. 2025 - 2027 Q3 Strategic Plan Update
5. Resolution

Fiscal Year 2025/26 Quarterly Financial Report
For the Quarter Ended March 31, 2026

The quarterly financial report provides an overview of the City of Rocklin's (City) current financial position. The City departments and the Administrative Services - Finance Division evaluate budget-to-actual performance for fiscal soundness or potential issues requiring immediate action, any necessary mitigating plans, or operational changes required.

On June 24, 2025, the City Council adopted Resolution No. 2025-137 approving the Fiscal Years (FYs) 2025/26 and 2026/27 Operating Budget. FY 2025/26 Operating Budget totals $111.8 million for operations and capital improvement programs for all funds, and $68.8 million in the General Fund. Year-to-date General Fund expenditure budget through March 31, 2026 is $78.4 million, as amended. This reflects the City Council approved budget amendments and carryforward funds from FY 2024/25 to support projects, grants, and equipment purchases continued from the prior year.

The FY 2026/27 Operating Budget totals $137.5 million for operations and capital improvement programs for all funds, and $70.6 million in the General Fund.

Economic Development Update

Labor Market Data

As of March 2026, the City of Rocklin recorded an unadjusted unemployment rate of 4.1%, with a labor force of 36,400 and employment at 34,900. The unemployment rate remained unchanged from the rate reported on year earlier and decreased 0.1% from the prior month's rate of 4.2%.

Within the Sacramento–Roseville–Folsom Metropolitan Statistical Area (MSA), unemployment reached 4.7% in March 2026, down from 4.9% in the prior year. Statewide, California posted an unadjusted unemployment rate of 5.2%, while the national rate stood at 4.3% during the same period.

Countywide rates across the region were generally aligned with these broader trends, with El Dorado County at 4.9%, Placer County at 4.0%, Sacramento County at 4.8 %, and Yolo County at 5.7%.

Between March 2025 and March 2026, total jobs in the region for all industries increased by 8,300 jobs. Notable sector changes are included below:

- Private education and health services recorded the strongest year-over-year job growth, increasing by 10,500 jobs. The majority of the increase came from healthcare and social assistance, which added 10,700 jobs, while private educational services experienced a loss of 200 jobs.
- Employment within the trade, transportation, and utilities sector grew by 2,700 jobs from the previous year. Retail trade added 1,900 jobs, followed by transportation, warehousing, and utilities adding 700 jobs, and wholesale trade adding 100 jobs.
- The government sector lost 4,100 jobs overall, accounting for the largest year-over-year decline. State government loss 4,200 jobs, federal government loss 900 jobs, while local government added 1,000 jobs.
- The construction sector reported a year-over-year decrease of 3,700 jobs.

Between February 2026 and March 2026, total jobs for all industries in El Dorado, Placer, Sacramento, and Yolo counties increased by 1,300 jobs, for a total of 1,109,900 jobs. Notable sector changes are included below:

- The government sector posted the largest month-over-month employment increase, adding 2,300 jobs. Local government accounted for most of the growth with an increase of 2,000 jobs, while state government added 300 jobs.
- The private education and health services sector continued to grow, adding 600 jobs overall. The increase was driven by gains in healthcare and social assistance, which added 700 jobs, while private educational services experienced a modest decline of 100 jobs.
- The construction sector experienced the largest monthly decline, losing 900 jobs.
- The professional and business services sector lost 800 jobs. Administrative and support and waste services lost 700 jobs, while professional, scientific, and technical services lost 200 jobs. Management of companies and enterprises added 100 jobs.

Residential Real Estate

In March 2026, the median price of a detached single-family home in Rocklin was $720,000, up 4.8% from $687,000 the previous month and 7.1% higher than $672,000 a year earlier. Home sales increased 50% compared to the prior month, while inventory rose 17.4% month over month to 108 units.

The market remained competitive, supported by limited supply and strong buyer activity. Months of inventory based on closed sales was low at 2, consistent with seller's market conditions. Homes under contract increased 56.1% month-over-month, and the sold price vs. original list price ratio remained strong at 99%, indicating homes continued to sell close to asking price.

While properties continued to sell steadily, pricing showed signs of appreciation, with the average sold price increasing 9.3% month-over-month and the median sold price increasing 4.8% over the same period.

Overall, Rocklin's housing market remained strong and competitive in March, supported by low inventory levels, sustained buyer demand, and continued seller-favorable conditions.

General Fund Revenues

The following chart reflects the current fiscal year's budget-to-actual revenue received through March 31, 2026, and the comparative budget-to-actual revenues from the prior year for the same period.

General Fund Revenue Summary
For the Quarter Ended March 31, 2026

Revenue Category	Revised Budget FY 2024/25	Revenues through 3/31/2025	% Received FY 2024/25	Revised Budget FY 2025/26	Revenues through 3/31/2026	% Received FY 2025/26
Property Tax	25,213,600	14,189,980	56.3%	26,320,000	14,852,359	56.4%
Sales and Use Tax	20,024,200	12,879,142	64.3%	20,952,000	12,647,759	60.4%
Transient Occupancy Tax	1,018,000	746,802	73.4%	1,068,000	796,400	74.6%
Building Permits	3,881,900	2,592,305	66.8%	3,880,800	2,558,560	65.9%
Franchise	2,802,900	933,585	33.3%	2,612,000	974,702	37.3%
Other Revenues	14,328,788	11,395,176	79.5%	14,547,485	9,376,182	64.5%
Total	**$ 67,269,388**	**$ 42,736,989**	**63.5%**	**$ 69,380,285**	**$ 41,205,962**	**59.4%**

General Fund operating revenues are within budgetary expectations as of March 31, 2026. Year-to-date through March 31, the City's General Fund revenue is $41.2 million, which is 59.4% of General Fund total resources. Revenues collected through the third quarter is consistent with prior years.

Property Tax. Property taxes are the largest General Fund revenue source, accounting for approximately 38% of total General Fund revenues. Property tax receipts fluctuate based on real estate market conditions, new construction activity, and adjustments to the tax roll. Year-to-date through March 31, property tax revenues total $14.9 million (56.4% of budget), compared to $14.2 million (56.3% of budget) from the prior year. This amount reflects the first property tax disbursement received in January 2026, with the second major disbursement expected in May 2026.

Sales and Use Tax. Sales and use taxes account for approximately 30% of General Fund revenues. These taxes are applied to the retail sale, use, or storage of tangible personal property. As of March 31, year-to-date sales tax revenues totaled $12.6 million (60.4% of the budget), compared to $12.9 million (64.3% of the budget) at the same point last year. Sales tax revenues in the current fiscal year remain consistent with prior expectations, reflecting a stable outlook. The autos and transportation and county pool sectors remain key contributors and will be closely monitored.

Looking ahead, the economic outlook remains modest, while consumers remain sensitive to inflation, interest rates, fuel costs, and tariff-related pressures, overall spending has remained resilient and is expected to support continued moderate growth. Given the volatility of sales tax revenues, staff will continue to track collections closely for any signs of over or under performance relative to budget expectations.

Transient Occupancy Tax. Transient occupancy taxes (TOT) make up 1.5% of General Fund revenues. This tax is imposed on guests as part of their room rates and is collected by the lodging provided on behalf of the City. The tax is applied once a guest is charged rent by an operator for lodging purposes at a rate of ten percent (10%). Year-to-date through March 31, TOT revenues are $796,400 (74.6% of budget), compared to $746,802 (73.4% of budget) from the prior year. At this time, TOT revenue appears to be on track to meet budget.

Building Permits. Building permit revenue through March 31, 2025 is $2.6 million (65.9% of budget), compared to $2.6 million (66.8% of budget) one year ago. Permit revenues through March 31 have been supported by a mix of commercial development and continued residential activity. While the City is approaching build-out in single-family residential areas, activity related to new construction, as well as alterations and improvements to existing homes, continues to contribute to overall revenue. At this time, building permit revenue is tracking closely with the prior year. Staff will continue to monitor performance for any indications of results above or below budget.

Franchise Tax. Franchise tax revenue is received quarterly and includes fees from gas, electric, garbage, and telecommunications services. Year-to-date revenue through March 31, is $974,702 (37.3% of budget), compared to $933,585 (33.3% of budget). At this time, franchise tax appears to be on track to meet budget.

Other Revenues. Other General Fund revenues through March 31, 2026, total $9.4 million (64.5% of budget), compared to $11.4 million (79.5% of budget) for the same period last year. Despite the change, revenues are tracking similarly to last year.

Staff will continue to monitor all revenue sources and provide updates in these quarterly reports.

Department Revenues and Expenditures

The following charts reflect comparative budget to actual information for the General Fund departments.

General Fund Department Revenue Summary
For the Quarter Ended March 31, 2026

Revenue Category	Revised Budget FY 2024/25	Revenues through 3/31/2025	% Received FY 2024/25	Revised Budget FY 2025/26	Revenues through 3/31/2026	% Received FY 2025/26
City Manager	166,500	-	0.0%	162,500	3,678	2.3%
Administrative Services	1,788,500	1,283,865	71.8%	404,400	285,100	70.5%
Community Development	5,179,000	3,916,132	75.6%	5,055,400	3,350,413	66.3%
Fire	3,227,439	711,793	22.1%	3,291,385	537,647	16.3%
Parks & Recreation	2,652,400	1,333,567	50.3%	2,185,700	1,366,651	62.5%
Police	1,673,749	603,345	36.0%	1,822,000	476,801	26.2%
Public Works	210,500	186,159	88.4%	230,800	121,224	52.5%
Total	**$ 14,898,088**	**$ 8,034,860**	**53.9%**	**$ 13,152,185**	**$ 6,141,515**	**46.7%**

Year-to-date General Fund departmental revenues through March 31, 2026, total $6.1 million (46.7% of budget), compared to $8.0 million (53.9% of budget) during the same period last year. The year-over-year variance within Administrative Services continues to reflect the prior reclassification of revenues, including Transient Occupancy Tax and Business License Tax, to the Non-Departmental category to more appropriately capture citywide revenues. Police Department revenues are trending lower primarily due to adjustments related to contract services and the timing of service delivery. All other departmental revenues are generally tracking consistent with the prior year.

General Fund Department Expenditure Summary
For the Quarter Ended March 31, 2026

Department	Revised Budget FY 2024/25	Expended through 3/31/2025	% Expended FY 2024/25	Revised Budget FY 2025/26	Expended through 3/31/2026	% Expended FY 2025/26
City Council	146,732	109,982	75.0%	148,600	88,618	59.6%
City Manager	3,675,198	1,834,036	49.9%	3,343,346	1,985,384	59.4%
City Attorney	1,297,788	914,776	70.5%	1,202,800	720,816	59.9%
City Clerk	425,127	303,161	71.3%	334,400	248,294	74.3%
Administrative Services	6,990,537	4,424,091	63.3%	7,367,400	5,020,743	68.1%
Community Development	6,931,341	3,512,470	50.7%	6,703,918	4,091,584	61.0%
Fire	14,625,119	10,229,226	69.9%	14,872,086	10,300,103	69.3%
Parks & Recreation	10,226,596	4,198,776	41.1%	10,227,973	3,995,072	39.1%
Police	25,541,653	16,807,718	65.8%	25,219,811	18,392,728	72.9%
Public Works	5,731,510	2,447,779	42.7%	5,511,115	3,390,221	61.5%
Non Departmental	8,097,230	5,615,432	69.4%	3,495,300	286,599	8.2%
Total	**$ 83,688,831**	**$ 50,397,446**	**60.2%**	**$ 78,426,748**	**$ 48,520,161**	**61.9%**

Departments have expended approximately 61.9% of their total budget in the General Fund for FY 2025/26 compared to 60.2% from the prior year. Expenditures typically occur as needs arise and are not evenly distributed throughout the year. As of March 31, 2026, expenditures are within budgetary expectations.

Other Major Fund Expenditure Summary
For the Quarter Ended March 31, 2026

Fund	Revised Budget FY 2024/25	Expended through 3/31/2025	% Expended FY 2024/25	Revised Budget FY 2025/26	Expended through 3/31/2026	% Expended FY 2025/26
Gas Taxes	1,832,800	912,731	49.8%	3,924,100	1,462,845	37.3%
SB1 - Road Maint. & Rehab. Alloc.	1,660,458	-	0.0%	4,087,100	1,289,404	31.5%
Sales Tax SB325	9,809,576	3,877,145	39.5%	5,698,641	2,329,631	40.9%
Total	**$ 13,302,834**	**$ 4,789,876**	**36.0%**	**$ 13,709,841**	**$ 5,081,880**	**37.1%**

Other non-general fund resources include State of California gas tax revenues, supporting local street and roadway construction, maintenance, and rehabilitation through traditional Gas Tax allocations, SB 1 (Road Maintenance and Rehabilitation Account), and Sales Tax SB 325 (Local Transportation and State Transit Assistance Funds). The funds have expended approximately 37.1% of their total budget for FY 2025/26 compared to 36.0% in the prior year. Expenditures are generally tied to Capital Improvement Projects and personnel. As of March 31, 2026, both revenues and expenditures are within budgetary expectations.

CITY OF ROCKLIN

Community Development Department

Building Division

MONTHLY BUILDING REPORTS

ROCKLIN
CALIFORNIA

January - March 2026

Permits Issued - Summary by Type

City of Rocklin

Date Range Between 1/1/2026 and 1/31/2026

PERMIT TYPE	NUMBER OF PERMITS ISSUED	VALUATION	FEES CHARGED
COMMERCIAL ALTER	**6**	**$625,752.00**	**$25,309.76**
OTHER	1	$5,000.00	$1,967.22
ROOFING	1	$78,152.00	$1,209.80
TENANT IMPROVEMENT	4	$542,600.00	$22,132.74
COMMERCIAL NEW	**14**	**$1,183,655.03**	**$49,800.74**
OTHER	14	$1,183,655.03	$49,800.74
ELECTRICAL	**26**	**$539,312.91**	**$16,629.35**
ELECTRICAL PANEL-RES	6	$25,786.52	$1,941.00
ESS-RES	1	$17,993.00	$673.09
EVCS - RES	4	$14,704.00	$1,294.00
OTHER	4	$30,975.00	$1,294.00
PHOTOVOLTAIC-RES	2	$44,130.00	$900.00
PV/ESS-RES	9	$405,724.39	$10,527.26
MECHANICAL	**6**	**$97,021.77**	**$2,367.00**
HVAC-RES	6	$97,021.77	$2,367.00
MISCELLANEOUS	**3**	**$12,000.00**	**$1,499.70**
ELEC/MECH/PLUM-RES	3	$12,000.00	$1,499.70
PLUMBING	**11**	**$105,413.00**	**$3,559.50**
OTHER	6	$82,050.00	$1,942.00
SOLAR PANELS-RES	1	$9,748.00	$323.50
WATER HEATER-RES	4	$13,615.00	$1,294.00
POOL	**12**	**$1,515,340.00**	**$13,661.63**
POOL	4	$227,033.00	$3,922.52
POOL/SPA	8	$1,288,307.00	$9,739.11
PV-RES SOLARAPP	**15**	**$688,814.15**	**$17,173.50**
Unassigned	15	$688,814.15	$17,173.50
RES 1 2 FAMILY ALTER	**49**	**$1,148,802.77**	**$32,497.57**
ADDITION	1	$50,000.00	$1,995.76
ALTERATIONS	7	$250,642.91	$7,992.15
OTHER	22	$386,277.91	$13,480.13
ROOFING	17	$388,766.95	$7,341.50
SIDING	2	$73,115.00	$1,688.03
RES 1 2 FAMILY NEW	**11**	**$4,010,932.81**	**$290,292.84**
DWELLING	8	$3,979,932.81	$288,076.62
PATIO COVER	2	$25,000.00	$1,677.44
SHED	1	$6,000.00	$538.78
SIGN	**6**	**$42,265.00**	**$4,695.66**
BLDG PLANNING PERMIT	6	$42,265.00	$4,695.66
WEB RES HVAC	**38**	**$653,800.33**	**$12,297.00**
Unassigned	38	$653,800.33	$12,297.00
WEB RES WATER HEATER	**13**	**$38,591.82**	$4,205.50

Unassigned	13	$38,591.82	$4,205.50
Totals:	**210**	**$10,661,701.59**	**$473,989.75**

Permits Issued - Summary by Type

City of Rocklin

Date Range Between 2/1/2026 and 2/28/2026

PERMIT TYPE	NUMBER OF PERMITS ISSUED	VALUATION	FEES CHARGED
COMMERCIAL ALTER	**6**	**$1,655,750.00**	**$36,838.23**
ROOFING	2	$104,910.00	$1,750.30
TENANT IMPROVEMENT	4	$1,550,840.00	$35,087.93
ELECTRICAL	**47**	**$673,273.70**	**$22,147.92**
ELECTRICAL PANEL-COM	1	$12,000.00	$748.10
ELECTRICAL PANEL-RES	6	$28,245.80	$1,941.00
ESS-RES	2	$27,268.00	$1,311.00
EVCS - RES	9	$15,922.40	$2,911.50
OTHER	12	$17,981.00	$1,459.96
PHOTOVOLTAIC-COM	1	$67,630.00	$1,106.96
PHOTOVOLTAIC-RES	9	$240,171.50	$4,443.90
PV/ESS-RES	7	$264,055.00	$8,225.50
MECHANICAL	**3**	**$34,041.00**	**$1,164.10**
HVAC-RES	3	$34,041.00	$1,164.10
MISCELLANEOUS	**4**	**$20,337.00**	**$2,016.80**
ELEC/MECH/PLUM-COM	1	$7,281.00	$517.10
ELEC/MECH/PLUM-RES	3	$13,056.00	$1,499.70
MULTI FAMILY NEW	**1**	**$1,626,180.58**	**$113,843.17**
DWELLING	1	$1,626,180.58	$113,843.17
PLUMBING	**10**	**$125,656.00**	**$3,660.60**
OTHER	5	$66,136.00	$1,617.50
WATER HEATER-COM	1	$48,000.00	$749.10
WATER HEATER-RES	4	$11,520.00	$1,294.00
POOL	**6**	**$634,966.00**	**$6,746.54**
POOL	2	$179,250.00	$2,072.30
POOL/SPA	4	$455,716.00	$4,674.24
PV-RES SOLARAPP	**16**	**$616,469.62**	**$18,395.64**
Unassigned	16	$616,469.62	$18,395.64
RES 1 2 FAMILY ALTER	**41**	**$1,419,290.96**	**$36,857.56**
ADDITION	1	$445,000.00	$8,158.19
ALTERATIONS	9	$473,039.00	$13,198.75
OTHER	20	$233,731.98	$10,187.22
ROOFING	9	$209,940.98	$3,886.50
SIDING	2	$57,579.00	$1,426.90
RES 1 2 FAMILY NEW	**11**	**$3,670,695.31**	**$287,958.85**
DWELLING	8	$3,611,948.31	$285,032.39
OTHER	1	$20,000.00	$878.69
PATIO COVER	2	$38,747.00	$2,047.77
SIGN	**9**	**$95,370.83**	**$7,612.23**
BLDG PLANNING PERMIT	7	$95,370.83	$6,764.23
PLANNING PERMIT	2	$0.00	$848.00

WEB RES HVAC	**22**	**$368,509.70**	**$7,120.00**
Unassigned	22	$368,509.70	$7,120.00
WEB RES WATER HEATER	**8**	**$43,175.97**	**$2,588.00**
Unassigned	8	$43,175.97	$2,588.00
Totals:	**184**	**$10,983,716.67**	**$546,949.64**

Permits Issued - Summary by Type

City of Rocklin

Date Range Between 3/1/2026 and 3/31/2026

PERMIT TYPE	NUMBER OF PERMITS ISSUED	VALUATION	FEES CHARGED
COMMERCIAL ALTER	**8**	**$961,358.00**	**$32,507.41**
OTHER	1	$3,358.00	$388.44
ROOFING	1	$50,000.00	$976.15
TENANT IMPROVEMENT	6	$908,000.00	$31,142.82
COMMERCIAL NEW	**1**	**$1,500,000.00**	**$97,942.58**
BUILDING	1	$1,500,000.00	$97,942.58
ELECTRICAL	**35**	**$499,290.22**	**$18,645.50**
ELECTRICAL PANEL-RES	11	$36,853.46	$3,558.50
ESS-RES	5	$75,675.00	$2,725.50
EVCS - RES	3	$7,340.00	$970.50
OTHER	5	$13,130.00	$1,617.50
PHOTOVOLTAIC-RES	4	$26,279.35	$1,494.40
PV/ESS-RES	7	$340,012.41	$8,279.10
MECHANICAL	**9**	**$191,441.38**	**$3,070.93**
HVAC-COM	1	$51,527.19	$339.93
HVAC-RES	8	$139,914.19	$2,731.00
MISCELLANEOUS	**5**	**$48,281.53**	**$2,340.30**
ELEC/MECH/PLUM-COM	2	$19,742.00	$1,034.20
ELEC/MECH/PLUM-RES	3	$28,539.53	$1,306.10
MULTI FAMILY NEW	**2**	**$6,531,567.15**	**$577,683.24**
DWELLING	2	$6,531,567.15	$577,683.24
PLUMBING	**7**	**$43,562.00**	**$2,367.70**
OTHER	3	$21,330.00	$970.50
SOLAR PANELS-RES	2	$16,732.00	$750.20
WATER HEATER-RES	2	$5,500.00	$647.00
POOL	**7**	**$596,710.00**	**$8,427.08**
POOL	4	$312,408.00	$4,420.62
POOL/SPA	2	$234,302.00	$2,977.46
SPA	1	$50,000.00	$1,029.00
PV-RES SOLARAPP	**6**	**$275,723.20**	**$6,174.50**
Unassigned	6	$275,723.20	$6,174.50
RES 1 2 FAMILY ALTER	**54**	**$1,675,261.33**	**$44,071.60**
ADDITION	1	$86,500.00	$2,379.95
ADDITION AND ALTERATION	1	$400,000.00	$7,756.48
ALTERATIONS	15	$459,604.00	$16,230.97
OTHER	20	$407,249.78	$9,601.69
ROOFING	15	$253,804.00	$6,474.50
SIDING	2	$68,103.55	$1,628.01
RES 1 2 FAMILY NEW	**15**	**$1,910,937.02**	**$137,510.81**
DWELLING	5	$1,693,904.48	$127,617.40
PATIO COVER	9	$204,345.54	$9,235.80

SHED	1	$12,687.00	$657.61
SIGN	**3**	**$12,850.00**	**$2,320.65**
BLDG PLANNING PERMIT	3	$12,850.00	$2,320.65
WEB RES HVAC	**47**	**$764,549.17**	**$15,211.50**
Unassigned	47	$764,549.17	$15,211.50
WEB RES WATER HEATER	**13**	**$36,226.91**	**$4,205.50**
Unassigned	13	$36,226.91	$4,205.50
Totals:	**212**	**$15,047,757.91**	**$952,479.30**

CITY OF ROCKLIN
CAPITAL IMPROVEMENT PROGRAM
PROGRESS REPORT
(as of 03/31/2026)

Project Name	Project No.	Project Category	Project Manager	Department	Budget	Actuals	Available	Project Status
ADA Transition Program - HUD Specific Areas	69629	Roadway and Stormwater	Richard Lawrence	Public Works	591,263	501,938	89,325	The construction contract for southbound Sunset Boulevard between South Whitney and the Union Pacific Railroad overcrossing was awarded to PMB Construction, Inc. Construction was completed in March 2026.
ADA Transition Program - Non HUD Areas	45295	Roadway and Stormwater	Richard Lawrence	Public Works	1,537,108	1,237,108	300,000	The project is currently in the review process. Bid documents are being revised to incorporate site-specific project details prior to submission for Legal review and approval. No work was completed during this reporting period.
Aguilar Road Improvements	50104	Roadway and Stormwater	City Engineer	Community Development	961,995	371,288	590,707	The project is currently in the design phase and undergoing further assessment.
Amphitheater Upgrade	20249	Parks and Trails	Jeramy Gillen	Parks & Recreation	250,000	14,285	235,715	The upgrades are in the final stages of structural plan development for the trusses, and the upstage lighting improvements are currently in the planning phase.
At-Grade Railroad Roadway & Pedestrian Improvements	50159	Roadway and Stormwater	City Engineer	Community Development	700,000	350,854	349,146	The 95% design plans are currently in review.
Bicycle Pump Track and Parking Lot Extension	45225	Parks and Trails	City Engineer	Community Development	2,382,727	2,276,577	106,150	The project was completed in May 2025. Remaining funds will be used to install shade structures in the Spring of 2026.
Bluffs Subdivision Reconstruction	74200	Roadway and Stormwater	Richard Lawrence	Public Works	1,816,850	1,510,438	306,412	Phase 1 of the project is completed, the remaining balance will be allocated to the next phase of the project.
Bridge Preventive Maintenance Program	50016	Roadway and Stormwater	City Engineer	Community Development	150,000	-	150,000	Staff are reviewing comments from Caltrans on the first phase of bridge inspections.
China Garden Drainage Improvements	50008	Roadway and Stormwater	City Engineer	Community Development	100,000	7,200	92,800	Drainage improvements were performed by City staff. The site will continue to be monitored during heavy rain to determine if additional work is needed.
City Hall Remodel	45421	Facilities	Gabrielle de Farcy	City Manager's Office	500,023	120,253	379,770	The project is currently in the design development phase.
Corp Yard Backup Generator	50307	Facilities	Matt McClure	Public Works	244,500	54,744	189,756	The project is still ongoing. Work was temporarily paused due to a connection issue with the building. Once the design engineer identifies and resolves the issue, work will resume.
Fire Station 22	50240	Facilities	Elizabeth Sorg	City Manager's Office	1,543,496	1,215,708	327,788	Construction documents have been approved by the Building and Engineering divisions and are currently under review by the Placer County Water Agency (PCWA) and the South Placer Municipal Utility District (SPMUD).
Fire Station 25 Privacy	41016	Facilities	Matt McClure	Public Works	322,500	258,789	63,711	The project was completed, and a Notice of Completion was issued (Resolution No. 2026-003, January 13th, 2025).
I-80 Westbound Auxiliary Lane	50161	Roadway and Stormwater	City Engineer	Community Development	885,000	755,726	129,274	The draft Project Report is currently being circulated for review and comment.
Local Road Safety Plan Implementation Program	50017	Roadway and Stormwater	City Engineer	Community Development	225,253	75,253	150,000	A project to install Retro-Reflective Signal Borders on traffic signals throughout the City will be going out to bid May 2026.

CITY OF ROCKLIN
CAPITAL IMPROVEMENT PROGRAM
PROGRESS REPORT
(as of 03/31/2026)

Project Name	Project No.	Project Category	Project Manager	Department	Budget	Actuals	Available	Project Status
Mechanical Chest Compression Unit	11020	Equipment	Reginald Williams	Fire	28,000	-	28,000	The department anticipates receiving the equipment in May 2026.
Monument Springs Drive Roadway and Bridge Improvements	50173	Roadway and Stormwater	City Engineer	Community Development	1,860,266	854,189	1,006,077	Environmental permits have been submitted. 95% design plans are due to the City this May. The right-of-way acquisition process is ongoing.
Oak & Pine Block Improvements	50021	Roadway and Stormwater	City Engineer	Community Development	1,850,000	223,907	1,626,093	On-Site / Off-Site Coordination is ongoing. Final plans and specifications are being modified based on emergency work with granite drains.
Park Amenity Replacement Program	10605	Parks and Trails	Jeramy Gillen	Parks & Recreation	429,200	264,345	164,855	The playground equipment for Night Ridge Park is currently under construction and is expected to be delivered and installed in Fall 2026.
Pavement Management Program	50007	Roadway and Stormwater	Richard Lawrence	Public Works	2,155,444	1,833,338	322,106	Staff is currently working on the Park Drive Digouts formal bid. The project is has an estimated completion date of December 2026.
Placer County Water Agency Roadway Improvements	50174	Roadway and Stormwater	Richard Lawrence	Public Works	599,833	161,551	438,282	The Placer County Water Agency (PCWA) is currently preparing an invoice for work completed at Midas Avenue.
Rocklin Road Widening	50129	Roadway and Stormwater	City Engineer	Community Development	212,629	71,752	140,877	A project assessment is currently underway.
Rocklin Road/I-80 Interchange Improvements	50162	Roadway and Stormwater	City Engineer	Community Development	7,306,800	5,749,376	1,557,424	The project is in the right-of-way acquisition and final design phases. The Community Identification Sign proposal is being prepared for submittal to Caltrans.
Secure Parking at City Facilities	82135	Facilities	Jeramy Gillen	Parks & Recreation	300,000	14,385	285,615	Approval of the plan set is pending final electrical review.
Shade Sails	20266	Parks and Trails	Jeramy Gillen	Parks & Recreation	145,568	145,110	458	The Monument Park shade sails were completed in December 2025. The Clarke Dominguez shade sails are anticipated to be completed in April 2026.
Sierra College Blvd at I-80 Resurfacing	50087	Roadway and Stormwater	City Engineer	Community Development	2,382,000	160,762	2,221,238	Constructablity review nearing completion. Ramp removals are being finalized with Caltrans. Anticipate going to bid this June.
Stormwater Pipe Replacement Program	50139	Roadway and Stormwater	Richard Lawrence	Public Works	1,925,083	1,890,003	35,080	The Springview Drainage Repair Project is expected to be completed and paid for in April 2026.
Sunset Blvd Widening	50094	Roadway and Stormwater	City Engineer	Community Development	612,358	402,238	210,120	95% design plans are anticipated this May, with environmental review currently underway.
Sunset Whitney Connector Bridget (previously known as Johnson Springview Community Park Pedestrian Bridge)	40035	Parks and Trails	City Engineer	Community Development	1,699,803	485,041	1,214,762	The bridge is currently being fabricated by Contech Engineered Solutions, LLC. Construction of the bridge is anticipated to go out to bid in June 2026.
SWRA Improvements	21005	Parks and Trails	City Engineer	Community Development	4,016,624	645,284	3,371,340	A contract for the construction of the Pickleball Courts was awarded to Central Valley Engineering & Asphalt, Inc. on March 24, 2026. Construction is anticipated to be completed in July 2026.

CITY OF ROCKLIN
CAPITAL IMPROVEMENT PROGRAM
PROGRESS REPORT
(as of 03/31/2026)

Project Name	Project No.	Project Category	Project Manager	Department	Budget	Actuals	Available	Project Status
Uncontrolled Crosswalk Enhancements	50158	Roadway and Stormwater	City Engineer	Community Development	336,081	336,081	-	The project is not funded in FY 2025/26 and is expected to resume in FY 2026/27.
Whitney Ranch Parkway Widening	50081	Roadway and Stormwater	City Engineer	Community Development	4,430,630	2,814,758	1,615,872	Construction of the widening is complete, and the design of the micro-paving and striping improvements is nearing completion.

City of Rocklin 2025-2027 Workplan Updates

Quarterly Updates: January – March 2026



PILLARS

RESILIENT Rocklin is resilient and seeks ways to assist the community, businesses, and citizens to be adaptable in the face of a changing world. The community is connected through a network of roadways, trails, and sidewalks that allow people and goods to move safely and efficiently throughout the City. Rocklin's infrastructure is designed, built, and maintained to withstand and quickly recover from disasters and disruptions.

VIBRANT Rocklin stimulates a vibrant and diverse community through technology and efficient planning that is flexible and responsive. Rocklin's business friendly environment promotes economic vitality, welcoming new and supporting existing businesses through excellent customer service.

LIVABLE Rocklin responsive to the unique and emerging needs of the community and offers a quality of life that supports health, happiness, and prosperity to all. This results in a community where residents have access to diverse parks, unique amenities, inviting gathering spaces, quality events, and exceptional educational opportunities.

SUSTAINABLE Rocklin seeks opportunities to diversify its funding sources to ensure a strong fiscal foundation. Intentional long-term financial planning ensures community success and supports the city's quality of life.

SAFE Rocklin residents feel comfortable traveling throughout the community, enjoying parks and public spaces, and know that the City is prioritizing the safety, health, and wellbeing of its community. Rocklin invests in public safety by engaging community partners and providing resources and technology to consistently reduce crime and ensure the City remains safe.

GOAL TYPE

FOUNDATIONAL: Core services and ongoing operations that are essential to the City's day-to-day function.
STRATEGIC: Focused improvements, policy updates, or mid-term initiatives.
VISIONARY: Long-term, ambitious, or transformational goals.

Resilient

Pillar Objective	Quarterly Update (Q3 2025/26)	Goal Type
Work towards constructing and staffing a 4th Rocklin Fire Station south/east of Interstate 80 to maintain optimal response times across Rocklin.	New firefighter recruits hired and trained.	Foundational
Update the City's drainage infrastructure master plan and prioritize critical improvements.	Final project scope completed and sent to prospective consultants.	Foundational
Enhance customer service by expanding the Online Permit Guide to cover commercial building plan and other types of submissions.	Updates to the Online Permit Guide in progress, and planned to be complete by the end of the fiscal year.	Foundational
Update City standard design specifications to streamline project planning and construction.	Draft review process currently 35% complete.	Foundational
Update the General Plan Circulation Element, associated EIR, and update the Traffic Impact Fee.	Finalized draft numbers for Rocklin Model Land Use Growth and TAZ Map. Reviewed draft Rocklin Base Year Travel Demand Model Development Report. Finalizing draft information and numbers for the Rocklin 2045 Model moving forward. Scheduled tour with staff and consultant to help focus on the Downtown Pacific Street study corridor and potential opportunities.	Foundational
Establish a 5-year Pavement Management Program.	Draft comments have been addressed and the final draft is being reviewed by staff.	Strategic
Implement programs to reduce fire loss and increase community preparedness.	The Black Willow Street Fuels Mitigation Project has been completed and the grant has been successfully closed out with the California Fire Foundation.	Strategic
Conduct a comprehensive Public Works Organization Assessment	Preliminary report completed and under review by staff.	Visionary

Vibrant

Pillar Objective	Quarterly Update (Q3 2025/26)	Goal Type
Create and promote events and activities that will attract outside visitors and overnight stays.	Advanced efforts to attract outside visitors and overnight stays by receiving official recognition for the Red, White, and Bluegrass Civic Celebration as part of the America 250 celebration.	Foundational
Enhance business retention efforts through establishing a more robust business outreach and education program.	Successfully launched the SizeUp platform at the February 12 Rocklin Area Chamber of Commerce “Good Morning” breakfast.	Foundational
Invest in technology that supports economic development efforts.	Strengthened the City’s IT infrastructure and modernized critical hardware systems, ensuring greater reliability and performance. IT successfully completed major updates to both the Trakit permitting system and the ESRI GIS platform, enhancing functionality for staff and the public.	Strategic
Support the Arts Commission to work towards achieving objectives outlined in the Arts Commission's Visioning Document.	Added a new art exhibit at City Hall, launched an interactive public art map to highlight local installations, and issued a call for artists to curate an “Artist Row” at the May 2 Red, White & Bluegrass Civic Celebration. Artist Row will provide free space for local artists to display, sell, and create art, fostering community engagement and supporting Rocklin’s creative economy.	Strategic
Implement a Strategic Plan for Information Technology services.	Established a new IT Steering Committee to strengthen IT governance and ensure transparent, consistent decision making. The committee developed formal criteria for evaluating, funding, and approving IT projects, supported by standardized documentation, forms, timelines, and a Citywide project tracking process.	Strategic
Continue implementation of the adopted Economic Development Strategy and support efforts to recruit, retain, and expand local businesses.	Continued to promote the next cohort of the Build Up Rocklin program and advanced a contract amendment to City Council to broaden program requirements.	Visionary
Nurture efforts to establish the Quarry District as a regional destination and catalyst for Downtown Rocklin.	Applied for a Placer Valley Tourism grant to support targeted improvements to the Quarry Park Amphitheater, enhancing its ability to attract larger concerts and events, drive visitor activity, and support ongoing economic development in the area.	Visionary

Livable

Pillar Objective	Quarterly Update (Q3 2025/26)	Goal Type:
Modernize and update the City's Zoning Code to support sustainable growth and meet the needs of an evolving community.	Staff has completed their initial review of the bulk of the draft zoning regulations and is working with consultant and city staff to organize a City Council & Planning Commission joint workshop to review and comment a first draft of the Zoning Code update in Spring 2026 (5/5). Staff is continuing to work on the administration portion of the Zoning Code update.	Foundational
Continue to develop recreation programming ensuring programs are offered to all ages and abilities.	Added new adult 3v.3 Basketball league at Clarke Dominguez Gym as well as Board Game and Knitting Club weekly social activities for seniors this period.	Foundational
Identify critical gaps in City Trails within the public Right of Way.	Fabrication of the JSP–SWRA connector bridge is ongoing. Staff are also advancing planning for signage and wayfinding associated with the bridge to improve user navigation and connectivity. Efforts are underway to ensure trail connections are clearly identified and prioritized within the Northwest Rocklin Master Plan.	Foundational
Continue to support the development of the Oak & Pine affordable housing project.	The project broke ground in early 2026 with an anticipated completion in fall of 2027.	Foundational
Make City Parks facilities more appealing and responsive to community needs.	Quarry Park Amphitheater: Installed permanent tree lighting at the rear of amphitheater and upgraded the outlet pedestals serving the amphitheater sound pad. Twin Oaks Park: Installed newly poured concrete to restore the walkway. Pump Track: Installed drainage improvements along the side of the pump track to better manage stormwater runoff during significant rain events. Clark Dominguez Park: Installed shade sails over the playground equipment.	Foundational
Update and implement ADA Transition Plan.	Consultant and CMO staff have held initial kick off meeting with departments for new website.	Foundational
Use master planning processes to guide future development of parks.	Continued to receive resident feedback via email correspondence focused on Northwest Community Park Master Plan.	Strategic
Support balanced land-use including housing and employment opportunities.	Affordable Housing Agreement negotiations with USA Properties for The Steven project; met with potential affordable housing developers to discuss the Affordable Housing Incentive Program. Plans submitted for a new 281 unit affordable development off Midas and Pacific.	Strategic
Continue to work with regional partners to address homelessness.	Conducted the annual Point in Time Count on January 28, 2026. Continuation of the Local Government Advisory Committee and staff participation on the Continuum of Care Board.	Visionary
Support efforts to increase the availability of affordable housing.	Preliminary Inclusionary Housing Program and Commercial Linkage Fee Analyses report completed and presented to City Council. Staff continued negotiations for an Affordable Housing Agreement with USA Properties for The Steven.	Visionary

Sustainable

Pillar Objective	Quarterly Update (Q3 2025/26)	Goal Type
Implement a new Records Management enterprise system that is user friendly.	In collaboration with IT and Finance, initiated development of a Request for Quote for an Electronic Content Management System.	Foundational
Complete and annually update infrastructure and facility reserve studies.	Staff continued participation in the City Fee Study, advancing efforts to align user fees with market rates and the full cost of service delivery.	Foundational
Evaluate opportunities to create new sources of revenue.	The City continued engagement efforts including a mailer, community group meetings and held 4 town halls in March on long term service priorities and potential solutions to balance revenues and expenditures including a potential ballot measure in November 2026.	Strategic
Implement comprehensive workforce development and succession planning programs.	Project completed with consultant.	Strategic
Partner with regional agencies to improve City amenities.	Continue to engage with regional agencies on projects.	Strategic
Advocate for the City on a state and national level.	Submitted position letters as bills moved through the legislative process; monitored regulatory agencies and submitted comment letters. Increased the number of Board and Councils monitored on a weekly basis. Attended regional meetings with other local government officials to discuss regional concerns.	Strategic
Finance or refinance Community Facilities Districts No. 10 Special Tax Bonds.	Project completed in October 2025.	Strategic
Complete a comprehensive fee study update.	The User Fee Study is approximately 60% complete and progressing as planned.	Strategic
Implement initiatives that support employee growth and well-being.	The City's Employee Health and Wellness Committee continues to offer a range of health and wellness programs and introduced a new activity this quarter. This remains an ongoing effort, and we will continue to solicit feedback to help shape and enhance the program.	Strategic
Achieve 100% fully funded status on all City Council adopted reserve targets.	Various assessments and studies are underway to assess the condition of their assets, including fleet, facilities, equipment, and other operational infrastructure, as a necessary first step to support and inform this work.	Visionary

Safe

Pillar Objective	Quarterly Update (Q3 2025/26)	Goal Type
Maintain, improve, and expand City partnerships that aid in crime prevention.	Following the adoption of the RUSD E-Bike policy in December 2025, Rocklin PD and RUSD began the enforcement phase in February 2026 at all K-8 campuses. Since implementation, the city has experienced a significant reduction in collisions involving juveniles operating e-transportation.	Foundational
Continue public education efforts regarding prevention of crimes of opportunity.	The Police Department continued its community outreach efforts through ongoing engagement at local schools, partnerships with the Granite Drive auto dealership group and other local businesses, and participation in numerous community events. Additionally, the department launched its second semester of AJ50 at Rocklin High School, continuing to provide students with direct exposure to careers in law enforcement and public safety.	Foundational
Improve Fire Safety in the Community Through Code Adoption.	This goal has been completed.	Foundational
Improve Firefighter Safety by Providing Pre-Plans of Critical Facilities.	Fire Operations is working with Fire Prevention to upload target hazards. The Department has been approved by the City Manager to move forward with the Tablet Command software. This will also enable firefighters to quickly view target hazards placed in ImageTrend with the touch of a button.	Foundational
Improve interoperability between public safety answering points (PSAP's).	The City has contracted with Sun Ridge RIMS to configure our public safety CAD. Estimated time of completion is 1-year.	Strategic
Enhance and expand capabilities of the Real Time Crime Center.	The Police Department completed the rollout and implementation of the FUSUS platform, establishing the foundation for the Department’s decentralized Real Time Crime Center model. The system enhances real time intelligence sharing, camera integration, and situational awareness, improving the Department’s ability to respond to incidents and support investigations.	Strategic
Enhance regional Fire EMS capabilities.	Hardware for the project is being purchased with the hope of going live with the Table Command software in the third quarter.	Visionary
Invest in innovative technology and collaborative partnerships.	The Police Department completed the full deployment of the Axon body worn camera and in-car camera system. The upgraded technology platform provides a significantly more efficient and reliable system than the Department previously utilized, improving evidence management, operational efficiency, and overall effectiveness for officers and investigators.	Strategic

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE DELETION OF ONE PAYROLL ADMINISTRATOR POSITION FROM THE ADMINISTRATIVE SERVICES DEPARTMENT AND THE ADDITION OF ONE PAYROLL TECHICIAN I/II POSITION TO THE ADMINISTRATIVE SERVICES DEPARTMENT

WHEREAS, the Administrative Services Department, based on a consultant assessment and analysis of workload distribution, recommends deleting one (1.0) full-time equivalent (FTE) Payroll Administrator position allocation and adding one (1.0) FTE Payroll Technician I/II position allocation to better align staffing with operational needs and payroll functions.

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

The deletion of one (1.0) FTE Payroll Administrator position allocation in the Administrative Service Department and the addition of one (1.0) FTE Payroll Technician I/II position allocation within the Administrative Service Department is hereby approved.

PASSED AND ADOPTED this 9th day of June 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: November 3, 2026 General Municipal Election

Date: June 9, 2026

Submitted By: Avinta Singh, City Clerk
Andrew Keys, Assistant City Manager
Aly Zimmermann, City Manager

Department: City Manager's Office

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Calling and Declaring a General Municipal Election to fill Expiring Seats on the City Council to be Held on Tuesday, November 3, 2026, and Requesting the Placer County Board of Supervisors Consolidate the Election with the State-Wide General Election; and Requesting the County Elections Official Render Election Services for the General Municipal Election.
B. Adopt a Resolution of the City Council of the City of Rocklin Adopting Regulations for Candidates of Elective Office Pertaining to Candidate Statements Submitted to the Voters at an Election to be Held on Tuesday, November 3, 2026.
C. Adopt a Resolution of the City Council of the City of Rocklin Calling for the Placement of a General Tax Measure on the Ballot for the November 3, 2026 General Municipal Election for the Submission to the Qualified Voters of an Ordinance to Enact A General Transactions and Use Tax (Sales Tax) at the Rate of One-Half Percent (1/2%).
D. Adopt a Resolution of the City Council of the City of Rocklin Requesting the Board of Supervisors of the County of Placer to Consolidate a General Municipal Election to be held on November 3, 2026 with the Statewide General Election to be Held on that Date Pursuant to §10403 of the Elections Code; and Providing for the Filing of Direct and Rebuttal Arguments and Setting Rules for the Filing of Written Arguments Regarding a City Measure to be Submitted at the General Municipal Election.

Background:

City Council Seats

In November of every even-numbered year, the City of Rocklin conducts a General Municipal Election to fill either three or two of the five at-large seats on the City Council. All seats have four-year terms. Two seats up for election in 2026 and three up for election in 2028. This staggered process provides for continuity and stability on the City Council and allows for an efficient transfer of institutional knowledge over time. In December of this year, the terms of Councilmembers Jill Gayaldo and Bill Halldin will expire, thereby requiring an election to fill

those seats.

In accordance with the City of Rocklin's Municipal Code, the City Council must adopt resolutions (Attachments 1 and 3) that call and give notice of the election; request consolidation of the election with the Statewide General Election; request that the County of Placer provide elections services; and lastly, to adopt regulations pertaining to candidate statements.

The City Clerk acts as the Elections Official and prepares reports approving and certifying the election, publishes required legal notices, receives campaign disclosure filings, issues and receives candidate nomination documents, and gives the oath of office to newly elected officials. The Placer County Elections Division conducts the election, tallies the results, and supplies the City with certified election results.

The cost of the election is borne by the City and is estimated below in the financial considerations, with the exception of the optional candidate statement of qualifications, which is paid for by candidates and covers costs associated with publishing the statement in the Sample Ballot pamphlet.

Key Election Dates for City Council Seats

Publish the Notice of Election	06/29/26 - 07/12/26
Candidate Workshops	07/07/26 - 07/19/26
Nomination/Candidate Filing Period Opens	07/13/26
Regular Candidate Filing Period Closes	08/07/26
Extended Nomination Period Closes **Only when an incumbent does not file.*	08/12/26*
Secretary of State Random Alpha Drawing	08/13/26
Start of Vote-by-Mail Period	10/05/26
Last Day to Register to Vote	10/19/26
Close of Write-In Candidate Filing Period	10/20/26
Election Day	11/03/26
Oath of Office for Newly Elected Officials	12/08/26

To run for office, an individual must be a resident and registered to vote in the City of Rocklin. Voter registration is confirmed prior to issuance of nomination documents and instructions. Interested parties are encouraged to watch the City Clerk's election website for information, or to call the City Clerk's Office at (916) 625-5560.

Ballot Measure

On May 26, 2026, the Rocklin City Council introduced an ordinance adding a general Transactions and Use (Sales) Tax to the Rocklin Municipal Code, subject to voter approval at the November 3, 2026 general election. The second reading of said ordinance is also on the June 9, 2026 City Council Meeting agenda. If the City Council approves that second reading by a super majority vote (4/5), the ordinance will be added to Rocklin Municipal Code, subject to voter approval.

The two resolutions specific to the ballot measure (Attachments 4 and 5) present the City

Council with the ability to approve actions necessary for the proposed tax measure to be placed on the ballot for the general election to be held November 3, 2026. While similar to the actions required for the candidate elections, differences specific to the ballot measure are further described below regarding the recommended actions in the resolutions for this item.

The first resolution (Attachment 4), consistent with Rocklin Municipal Code and past actions related to candidate elections, calls the election. Specific to the proposed sales tax measure, it approves the ballot question Rocklin voters will be able to vote on.

The second resolution (Attachment 5) consolidates the election with the Statewide General Election and requests that the County of Placer provide elections services consistent with Rocklin Municipal Code and past actions related to candidate elections. Specific to the ballot measure, it directs the City Attorney to file an impartial analysis related to the measure and sets the criteria for filing direct and rebuttal arguments to the measure. City Councilmembers are given first priority to draft both direct and rebuttal arguments and may further designate a City Councilmember or committee of the Council to draft arguments on behalf of the City Council.

Similar to candidate elections, the City Clerk acts as the Elections Official and prepares reports approving and certifying the election, publishes required legal notices, receives campaign disclosure filings, and issues and receives direct and rebuttal arguments. The Placer County Elections Division conducts the election, tallies the results, and supplies the City with certified election results.

Key Election Dates for Ballot Measures

City Attorney Impartial Analysis due	08/07/26
Last day to file arguments	08/07/26
10-day public inspection period for arguments for and against the measure	08/08/26 - 8/17/26
Last day to file rebuttal arguments for and against all measures	08/17/26
10-day public inspection period for rebuttal arguments for and against the measure, if applicable	08/18-27/26
Last Day to Register to Vote	10/19/26
Close of Write-In Candidate Filing Period	10/20/26
Election Day	11/03/26

The proposed ballot language included in the first resolution is shown below and provides voters an opportunity to consider raising a half cent sales tax to provide revenue for general purposes to maintain services in the City including but not limited to public safety and financial stability, maintaining core public services, rapid 911 emergency/medical response, police/fire protection, keeping public areas and parks healthy/safe/clean, preserving open space, and preventing wildfires. The language also highlights that if approved by voters, funds raised will remain local and the City's strong financial practices including annual audits and public spending disclosure will be followed.

Proposed Ballot Language: *To maintain Rocklin's public safety, financial stability and core*

public services, including: rapid 911 emergency/ medical response; police/ fire protection; keeping public areas and parks healthy/ safe/ clean; preserving open space; preventing wildfires; shall the City of Rocklin's measure establishing a half-cent sales tax, providing approximately $8 million annually for general revenue purposes, until ended by voters, keeping all funds local, with annual audits/ public spending disclosure, be adopted?

Fiscal Impact:
According to the Placer County Registrar of Voters, the cost of the election is estimated at approximately $74,200. This is an estimate, with the final cost calculated after the election is over. Final costs are based on various expenses such as the number of candidates and measures across all jurisdictions in the County, the actual number of candidates and measures on the ballot in the City of Rocklin, and the number of registered voters at the time of the election. There are sufficient funds in the Fiscal Year 2026/27 Operating Budget to cover the cost.

If the ballot measure is approved by voters, it is estimated to bring in approximately $8 million annually for the City of Rocklin for general revenue purposes.

ATTACHMENTS:
1. Resolution A - Calling Election for City Council Seats and Requesting Consolidation
2. Resolution A Exhibit A - City Boundary Map
3. Resolution B - Candidate Statement
4. Resolution C - Calling Election for Placement of Ballot Measure
5. Resolution D - Submission of Ballot Measure for General Municipal Election

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN CALLING AND DECLARING A GENERAL MUNICIPAL ELECTION TO FILL EXPIRING SEATS ON THE CITY COUNCIL BE HELD ON TUESDAY, NOVEMBER 3, 2026, AND REQUESTING THE PLACER COUNTY BOARD OF SUPERVISORS CONSOLIDATE THE ELECTION WITH THE STATE-WIDE GENERAL ELECTION; AND REQUESTING THE COUNTY ELECTIONS OFFICIAL TO RENDER ELECTION SERVICES FOR THE GENERAL MUNICIPAL ELECTION

WHEREAS, under the provisions of the law relating to general law cities in the State of California and Rocklin Municipal Code Chapter 2.04.030, a general election shall be held on Tuesday, November 3, 2026, for the election of municipal officers; and

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

Section 1. Call of Election.

Pursuant to the requirements of the laws of the State of California pertaining to municipal elections in general law cities, and the Rocklin Municipal Code Chapter 2.04.030, there is hereby called and ordered to be held in the City of Rocklin on Tuesday, the 3rd of November 2026, a general municipal election to fill expiring seats on the City Council.

1. The election is being held for the purpose of filling two (2) at-large City Council seats that are set to expire in December of 2026. Members of the City Council are elected at large, with voters selecting up to two candidates to fill the available seats.

   The expiring seats are currently filled with the following incumbents:

Incumbent's Name	Office	Term
Jill Gayaldo	City Council	Regular/4 Year
Bill Halldin	City Council	Regular/4 Year

2. The terms of office for successful candidates will start upon the adoption of the official certification of the vote by the City Council, and continue until a successor is elected in 2030.

3. If by the close of candidate filing the number of qualified candidates does not exceed the number of seats to be filled in a particular office, the City Council may, in accordance with Elections Code Section 10229(a) adopt one of the following courses of action: 1) appoint to the office the person who has been nominated; 2) appoint to the office an eligible elector if no one has been

nominated; 3) hold the election, if either no one, or only one person has been nominated. Pursuant to Elections Code Section 10229(b), this provision shall not apply if, at the regularly scheduled municipal election, more than one person has been nominated to another city office to be elected on a citywide basis or a city measure has qualified and is to be submitted to the voters at that municipal election.

4. The City of Rocklin has determined the following election particular:

    a. In the case of a tie vote, the election shall be determined by lot.

Section 2. Request for Consolidation of Election and Services of County Elections Official.

A. Pursuant to Elections Code section 10403 and Rocklin Municipal Code Chapter 2.04.030, the Board of Supervisors of the County of Placer is hereby requested to consolidate the City of Rocklin's general municipal election on November 3, 2026, with the state-wide general election held on the same day. The consolidated election will be held and conducted in the manner prescribed by Elections Code section 10418.

B. Pursuant to Elections Code section 10002, the Board of Supervisors of the County of Placer is hereby requested to authorize and direct the county Elections Official as defined by Elections Code Section 320, to render all necessary election services to the City of Rocklin relating to the conduct of the municipal election to be held on November 3, 2026, at City expense.

C. Pursuant to Elections Code section 10411, the Board of Supervisors for the County of Placer is authorized to canvass the returns of the election.

D. Pursuant to Elections Code section 10002, the City of Rocklin shall reimburse the County of Placer in full, for municipal election services performed upon presentation of a bill to the City of Rocklin.

E. The City of Rocklin hereby certifies that there have been no changes to the City boundary lines since the last election, for reference a map is attached hereto as Exhibit "A."

Section 3. This Resolution shall be considered a Notice of Election. In all particulars not recited by this Resolution, the general municipal election on November 3, 2026 shall be held and conducted as provided by the California Elections Code for the conduct of general municipal elections.

Section 4. The City Clerk is hereby directed to file a certified copy of this resolution with the Placer County Board of Supervisors and the Placer County Elections Office.

PASSED AND ADOPTED this 9th day of June, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

I, _____, City Clerk of the City of Rocklin, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the ____ day of _____, 2026, by the following vote to wit:

_____
Avinta Singh, City Clerk

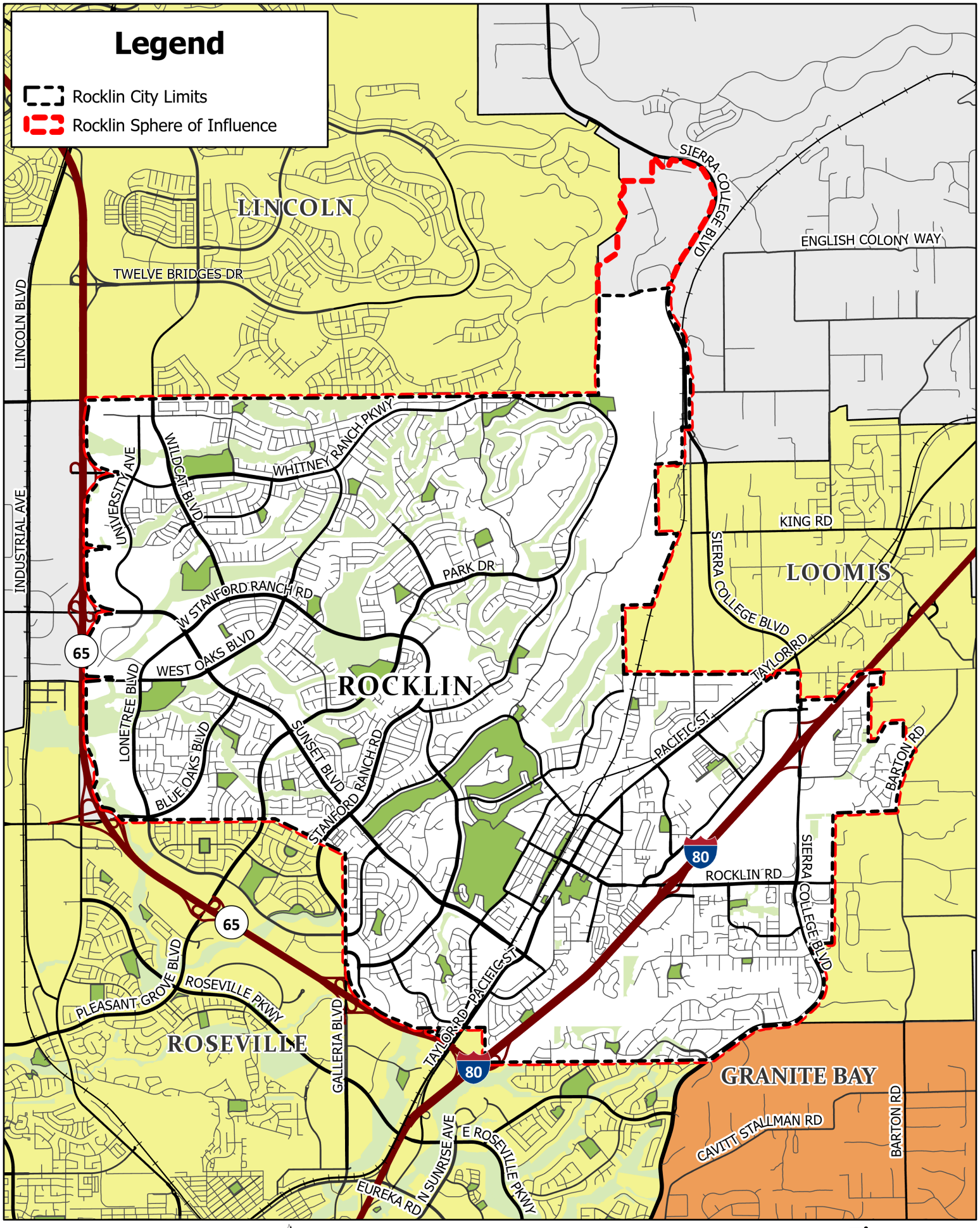


Figure 3.0-2

City of Rocklin and Surrounding A

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026

WHEREAS, California Elections Code §13307 provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate, for a municipal election, including costs of the candidate's statement;

NOW, THEREFORE, the City Council of the City of Rocklin, California, does hereby resolve, declare, determine and order as follows:

Section 1. General Provisions.

That pursuant to Elections Code §13307, each candidate for elective office to be voted for at an election to be held in the City of Rocklin on Tuesday, November 3, 2026, may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself.

The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be in uniform font and single line spacing with no form of emphasis such as Bolding, Italics, Bullets, Diamonds, Stars, Boxes, Circles, Check Marks, Asterisks, Underlining, unusual spacing, or all capital letters (except in Titles and Acronyms). Or other such formatting that is deemed unacceptable by the Placer County Elections Office.

The statement shall be filed [in typewritten form] in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period. The statement is confidential until the close of the nomination period.

Section 2. Foreign Language Policy.

A. Pursuant to the Federal Voting Rights Act, candidate statements will be translated into all languages required by the County of Placer. The County of Placer has not been designated as a jurisdiction that requires foreign language translation. However, candidates may, at their own cost, request translation of candidate statements into Spanish, Tagalog, Korean, and Punjabi.

B. The County will mail separate voter information guides and candidate's statements, in languages noted in subsection A. above, to only those voters who are on the county voter file as having requested a voter information guide in a particular language. The County will make the voter information guides and candidate's statements in the required languages available at all polling places/vote centers, on the County's website, and in the Elections Official's office.

Section 3. Payment.

The City Clerk, in coordination with the County Elections Office, shall estimate the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section. Including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. The estimated payment is required, and is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, neither the Clerk nor County Elections Official is bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the Clerk/County Elections Official shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of establishing final costs.

Section 4. All translations shall be provided by professionally certified translators as contracted with and provided by the Placer County Elections Office.

Section 5. The City Clerk shall provide each candidate or candidate's representative a copy of this resolution at the time nomination papers are issued.

Section 6. That all previous resolutions establishing Council policy on payment for candidates are repealed.

Section 7. That this resolution shall apply to the next ensuing election, and to each municipal election thereafter unless new provisions of law or procedure require adoption of updated provisions.

Section 8. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED this 9th day of June, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

I, _____, City Clerk of the City of Rocklin, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the ____ day of _____, 2026, by the following vote to wit:

_____
Avinta Singh, City Clerk

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF PLACER TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO §10403 OF THE ELECTIONS CODE; AND PROVIDING FOR THE FILING OF DIRECT AND REBUTTAL ARGUMENTS AND SETTING RULES FOR THE FILING OF WRITTEN ARGUMENTS REGARDING A CITY MEASURE TO BE SUBMITTED AT THE GENERAL MUNICIPAL ELECTION

WHEREAS**,** on _____, 2026, the City Council of the City of Rocklin adopted Resolution No. 2026-____, calling a General Municipal Election to be held on November 3, 2026; for the purpose of submitting to the voters the question relating to the General Transactions and Use Tax ballot measure; and

WHEREAS, it is therefore desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the City the precincts, polling places and election officers of the two elections be the same, and that the election department of the County of Placer canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election; and

WHEREAS, pursuant to the California Elections Code, the City Council desires to set rules and deadlines for the submission of ballot arguments and rebuttals for and against the Transactions and Use Tax ballot measure.

NOW, THEREFORE, The City Council of the City of Rocklin does Resolve, Declare, Determine and Order As Follows:

Section 1. Request for Consolidation.

Pursuant to the requirements of §10403 of the Elections Code, the Board of Supervisors of the County of Placer is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 3, 2026, for the purpose of submitting to the voters the following question relating to the Transactions and Use Tax.

Section 2. Measure Language.

A measure is to appear on the ballot as follows:

“”*To maintain Rocklin’s public safety, financial stability and core public services, including: rapid 911 emergency/ medical*	Yes

response; police/ fire protection; keeping public areas and parks healthy/ safe/ clean; preserving open space; preventing wildfires; shall the City of Rocklin's measure establishing a half-cent sales tax, providing approximately $8 million annually for general revenue purposes, until ended by voters, keeping all funds local, with annual audits/ public spending disclosure, be adopted?	No

Section 3. Canvass of Returns.

The County election department is authorized to canvass the returns and perform all other proceedings incidental to and connected with the General Municipal Election. The Election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. Pursuant to California Elections Code Sections 10403 and 10418, the election will be held and conducted in accordance with the provisions of law regulating the Statewide General Election.

Section 4. Necessary Steps.

The Board of Supervisors is requested to issue instructions to the County election department to take any and all steps necessary for the holding of the consolidated election.

Section 5. Costs.

The City Council determines and declares that the City will pay to the County the reasonable and actual expenses incurred by the County by the consolidation of the General Municipal Election with the Statewide General Election. The City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill. The City Manager of the City of Rocklin is authorized and directed to pay for the expenses incurred after receiving a statement from the County of Placer.

Section 6. Direct Arguments.

That the City Council authorizes (i) the City Council or any member(s) of the City Council, (ii) any individual voter eligible to vote on the above measure, (iii) a bona fide association of such citizens or (iv) any combination of voters and associations, to file a written argument in favor of or against the City measure, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California, and to change the argument until and including the date fixed below by the City Clerk, after which no arguments for or against the City measure may be submitted to the City Clerk.

The deadline to submit direct arguments for or against the City Measure pursuant to this Resolution is Friday, August 7, 2026. Each argument shall not exceed 300 words

and shall be filed with the City Clerk, signed, and include the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

Section 7. Rebuttal Arguments.

Pursuant to Section 9285 of the Elections Code of the State of California, when the City Clerk has selected the primary arguments for and against the City Measure which will be printed and distributed to the voters, the Clerk shall send copies of the primary argument in favor of the Measure to the authors of the primary argument against, and copies of the primary argument against to the authors of the primary argument in favor. The authors or persons designated by them may prepare and submit rebuttal arguments not exceeding 250 words. The rebuttal arguments shall be filed with the City Clerk not later than Monday, August 17, 2026. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

Section 8. November 3, 2026 Election.

That the provisions of this Resolution shall apply only to the election to be held on November 3, 2026, and shall then be repealed.

Section 9. Filing of Resolution.

The City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the election department of the County of Placer.

Section 10. Certification.

The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED AND ADOPTED this 9th day of June, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

I, _____, City Clerk of the City of Rocklin, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the ____ day of _____, 2026, by the following vote to wit:

_____
Avinta Singh, City Clerk

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN CALLING FOR THE PLACEMENT OF A GENERAL TAX MEASURE ON THE BALLOT FOR THE NOVEMBER 3, 2026 GENERAL MUNICIPAL ELECTION FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF AN ORDINANCE TO ENACT A GENERAL TRANSACTIONS AND USE TAX (SALES TAX) AT THE RATE OF ONE-HALF PERCENT (1/2%)

WHEREAS, the City of Rocklin ("City") is authorized to levy a Transactions and Use Tax ("TUT") for general purposes pursuant to California Revenue and Taxation Code section 7285.9, subject to approval by a majority vote of the electorate pursuant to Article XIIIC, section 2 of the California Constitution ("Proposition 218"); and

WHEREAS, pursuant to California Elections Code section 9222, the City Council has authority to place local measures on the ballot to be considered at a Municipal Election; and

WHEREAS, the City Council would like to submit to the voters at the November 3, 2026 General Municipal Election a measure establishing a general TUT of One-Half Percent (1/2%) on the sale and/or use of all tangible personal property sold at retail in the City until it is repealed by voters, as more specifically set forth in the attached proposed ordinance adding Chapter 3.25 to Title 3 of the City's Municipal Code; and

WHEREAS, the One-Half Percent (1/2%) TUT is a general tax, the revenue of which will be placed in the City's general fund and will be used to pay for general City services; and

WHEREAS, on November 6, 1996, the voters of the State of California approved Proposition 218, an amendment to the State Constitution which requires that all general taxes which are imposed, extended or increased must be submitted to the electorate and approved by a majority vote of the qualified electors voting in the election; and

WHEREAS, pursuant to Proposition 218 (California Constitution, Article XIIIC, section 2(b)), the general rule is that any local election for the approval of an increase to a general tax must be consolidated with a regularly scheduled general election for members of the governing body of the local government; and

WHEREAS, the next regularly scheduled general election at which City Council members will be elected is November 3, 2026; and

WHEREAS, pursuant to Revenue and Taxation Code section 7285.9, a two-thirds (2/3) vote of all members of the City Council is required to place the Measure on the November 3, 2026 ballot; and

WHEREAS, the ordinance to be considered by the qualified voters and the terms of approval, collection and use of the general TUT are described and provided for in the ordinance/measure attached hereto as Exhibit "A" (the "Measure") and by this reference made an operative part hereof, in accordance with all applicable laws.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN:

SECTION 1. Incorporation of Recitals**.**

The foregoing recitals are true and correct and are hereby incorporated and made an operative part of this Resolution.

SECTION 2. Submission of Ballot Measure.

Pursuant to California Elections Code section 9222, Revenue and Taxation Code section 7285.9 and any other applicable requirements of the laws of the State of California relating to the City, the City Council, **by a two-thirds (2/3) vote of all members**, hereby orders the Measure to be submitted to the voters of the City at the General Municipal Election to be held on **Tuesday, November 3, 2026.**

SECTION 3. The City Council, pursuant to California Elections Code section 9222, hereby orders that the ballot question for the Measure shall be presented and printed upon the ballot submitted to the qualified voters in the manner and form set forth in this Section 3. On the ballot to be submitted to the qualified voters at the General Municipal Election to be held on Tuesday, November 3, 2026, in addition to any other matters required by law, there shall be printed substantially the following ballot question:

To maintain Rocklin's public safety, financial stability and core public services, including: rapid 911 emergency/ medical response; police/ fire protection; keeping public areas and parks healthy/ safe/ clean; preserving open space; preventing wildfires; shall the City of Rocklin's measure establishing a half-cent sales tax, providing approximately $8 million annually for general revenue purposes, until ended by voters, keeping all funds local, with annual audits/ public spending disclosure, be adopted?	**YES**
	NO

SECTION 4. Conduct of Election.

The City Clerk is authorized, instructed, and directed to procure and furnish any and all official ballots, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 5. Pursuant to Elections Code section 9280, the City Council hereby directs the City Clerk to transmit a copy of the Measure to the City Attorney. The City Attorney shall prepare an impartial analysis of the Measure, not to exceed 500 words in length, showing the effect of the Measure on the existing law and the operation of the Measure, and transmit such impartial analysis to the City Clerk not later than the deadline for submittal of primary arguments for or against the Measure.

The impartial analysis shall include a statement indicating whether the Measure was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the Measure is not printed on the ballot, nor in the voter information guide, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: **"The above statement is an impartial analysis of Ordinance or Measure _____. If you desire a copy of the ordinance or measure, please call the Office of the City Clerk at (916) 625-5560 and a copy will be mailed at no cost to you."**

SECTION 6. Notice of the election is hereby given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. Placement on the Ballot.

The full text of the Measure shall not be printed in the voter information guide, and a statement shall be printed on the ballot pursuant to Elections Code section 9223 advising voters that they may obtain a copy of this Resolution and the Measure, at no cost, upon request made to the City Clerk.

SECTION 8. Filing with County.

The City Clerk shall, not later than the 88th day prior to the General Municipal Election to be held on Tuesday, November 3, 2026, file with the Board of Supervisors and the Registrar of Voters of the County of Placer, State of California, a certified copy of this Resolution.

SECTION 9. Public Examination.

Pursuant to Elections Code section 9295, this Measure will be available for public examination for no fewer than ten (10) calendar days prior to being submitted for printing in the voter information guide. The City Clerk shall post notice in the Clerk's office of the specific dates that the examination period will run.

SECTION 10. The City Council hereby finds and determines that the Measure relates to organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment, and therefore is not a project within the meaning of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines, section 15378(b)(5).

SECTION 11. Severability.

The provisions of this Resolution are severable and if any provision of this Resolution is held invalid, that provision shall be severed from the Resolution and the remainder of this Resolution shall continue in full force and effect, and not be affected by such invalidity.

SECTION 12. This Resolution shall become effective upon its adoption.

SECTION 13. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED this 9th day of June, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

I, _____, City Clerk of the City of Rocklin, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting on the ____ day of _____, 2026, by the following vote to wit:

_____
Avinta Singh, City Clerk

Exhibit “A”
Transactions and Use Tax Ordinance

[attached behind this page]

ORDINANCE NO. XXXX

ORDINANCE OF THE CITY OF ROCKLIN AMENDING ROCKLIN MUNICIPAL CODE TITLE 3 – REVENUE AND FINANCE BY ADDING CHAPTER 3.25 "2026 TRANSACTIONS AND USE TAX" BY IMPOSING A ONE-HALF PERCENT (0.50%) GENERAL TRANSACTIONS AND USE (SALES) TAX UNTIL REPEALED BY VOTERS, TO BE COLLECTED AND ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, SUBJECT TO VOTER APPROVAL

WHEREAS, pursuant to California Revenue and Taxation Code section 7285.9 the City of Rocklin ("City") is authorized to levy a Transactions and Use (Sales) Tax for general purposes, subject to majority voter approval; and

WHEREAS, the People of the City desire to add Chapter 3.25 to Title 3 of the Rocklin Municipal Code establishing a general Transactions and Use (Sales) Tax ("TUT") until ended by voters, on the sale and/or use of all tangible personal property sold at retail in the City, at a rate of one-half percent (0.50%); and

NOW THEREFORE, the People of the City of Rocklin do ordain as follows:

Section 1. Findings. The People of the City of Rocklin find and determine that:

A. The City provides essential municipal services that contribute to the high quality of life enjoyed by residents including:
    a. Public safety;
    b. Financial stability;
    c. Rapid 911 emergency and medical response;
    d. Police and fire protection;
    e. Keeping public areas and parks healthy, safe and clean;
    f. Preserving open space;
    g. Preventing wildfires; and
    h. Other core municipal services.
B. The City has a track record of sound financial management including maintaining a AAA Bond rating through Fitch Rating, Inc. and receipt of national and state awards for budget and audit preparation.
C. Current financial projections show expenditures outpacing revenues requiring the City to think strategically about service provision in the future.
D. Consistent resident input from extensive community outreach shows that Rocklin residents love living in Rocklin, enjoy a high quality of life supported by the essential municipal services listed in section A. above, and would like to see the City maintain those essential services.
E. The tax revenue generated by this measure provides local funding for local needs and cannot be taken by any other agency including the State or federal government.

F. The tax revenue generated by this measure will enable the City to maintain core municipal services, including public safety and parks services. Nothing in this measure allows tax revenue to be directed into a special fund or for a special purpose.

G. The tax revenue generated by this measure can be spent for unrestricted general revenue purposes.

H. November 3, 2026 is the date of the statewide general election, and is the next election date eligible for inclusion of this general tax measure.

Section 2. Authority. Pursuant to California Government Code section 53724 and Revenue and Taxation Code section 7285.9, this Ordinance was duly approved for placement on the ballot by a minimum two-thirds (2/3) supermajority of all members of the City Council on _____, 2026.

Section 3. Amendment to Code. Rocklin Municipal Code Title 3 – Revenue and Finance is hereby amended by adding Chapter 3.25 “2026 Transactions and Use Tax” and shall read as follows:

CHAPTER 3.25
2026 TRANSACTIONS AND USE TAX

§ 3.25.010. Rocklin Transactions and Use Tax Ordinance.

This Chapter shall be known as the Rocklin 2026 Transactions and Use Tax Ordinance. The City of Rocklin hereinafter shall be called "City." This Chapter shall be applicable in the incorporated territory of the City.

§ 3.25.020. Operative date.

Operative Date means the first day of the first calendar quarter commencing more than one hundred ten days after the date of the election for the ordinance codified in this Chapter.

§ 3.25.030. Purpose.

The ordinance codified in this Chapter is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

(a) To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

(b) To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

(c) To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefor that can be administered and collected by the California Department of Tax and Fee Administration (hereinafter called "CDTFA") in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the CDTFA in administering and collecting the California State sales and use taxes.

(d) To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Chapter.

§ 3.25.040. Contract with state.

Prior to the Operative Date, the City shall contract with the CDTFA to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the CDTFA prior to the Operative Date, it shall nevertheless so contract and in such a case the Operative Date shall be the first day of the first calendar quarter following the execution of such a contract.

§ 3.25.050. Transactions tax rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one half of one percent (0.50%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the Operative Date of the ordinance codified in this Chapter.

§ 3.25.060. Place of sale.

For the purposes of this Chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his or her agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the state or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the CDTFA.

§ 3.25.070. Use tax rate.

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the Operative Date of the ordinance codified in this Chapter for storage, use or other consumption in said territory at the rate of one half of one percent (0.50%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

§ 3.25.080. Adoption of provisions of state law.

Except as otherwise provided in this Chapter and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Chapter as though fully set forth herein.

§ 3.25.090. Limitations on adoption of state law and collection of use taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

(a) Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

(1) The word "State" is used as a part of the title of the State Controller, State Treasurer, California Victim Compensation Board, CDTFA, State Treasury, or the Constitution of the State of California.

(2) The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the CDTFA, in performing the functions incident to the administration or operation of this Chapter.

(3) In those sections, including, but not necessarily limited to, sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

(A) Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the state under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code; or

(B) Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that Code.

(b) In reference to Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code, the word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

(1) "A retailer engaged in business in the district" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the state by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars ($500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

§ 3.25.100. Additional Permit not required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Chapter.

§ 3.25.110. Exemptions and exclusions.

(a) There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

(b) There are exempted from the computation of the amount of transactions tax the gross receipts from:

(1) Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this state, the United States, or any foreign government.

(2) Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his or her agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this subsection (b)(2), delivery to a point outside the City shall be satisfied:

(A) With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

(B) With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

(3) The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the Operative Date of the ordinance codified in this Chapter.

(4) A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the Operative Date of the ordinance codified in this Chapter.

(5) For the purposes of subsections (b)(3) and (b)(4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party

to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(c) There are exempted from the use tax imposed by this Chapter, the storage, use or other consumption in this City of tangible personal property:

(1) The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

(2) Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this state, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

(3) If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the Operative Date of the ordinance codified in this Chapter.

(4) If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the Operative Date of the ordinance codified in this Chapter.

(5) For the purposes of subsections (c)(3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(6) Except as provided in subsection (c)(7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

(7) "A retailer engaged in business in the city" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

(d) Any person subject to use tax under this Chapter may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

§ 3.25.120. Amendments to State Law.

All amendments subsequent to the Effective Date of the ordinance codified in this Chapter to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance codified in this Chapter; provided, however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance codified in this Chapter.

§ 3.25.130. Enjoining collection forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the state or the City, or against any officer of the state or the City, to prevent or enjoin the collection under this Chapter, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

§ 3.25.140. Severability.

If any provision of this Chapter or the application thereof to any person or circumstances is held invalid, the remainder of the Chapter and the application of such provisions to other persons or circumstances shall not be affected thereby and no such invalidity shall affect other provisions of applications of this Chapter, which can and shall be given effect without the invalid provision or application, and to this end, the provisions of the ordinance codified in this Chapter are severable.

§ 3.25.150. Annual review.

As part of the City's budget process, City staff shall review the tax revenues collected pursuant to the transactions and use tax imposed by this Chapter.

The revenue from the tax imposed by this Chapter, as well as the expenditure thereof, shall be subject to the annual audit performed by the City’s independent auditor of the city’s books, records, accounts, and fiscal procedures and which is reported in the City’s Annual Comprehensive Financial Report. The audit results may be combined with the audit of other city funds.

§ 3.25.160. Duration of Tax.

The authority to levy the tax imposed by this chapter shall continue unless and until this chapter is repealed.

Section 4. Codification. Subject to the voter approval, the City Clerk, in consultation with the City Attorney, is hereby authorized and directed to codify this ordinance in the Rocklin Municipal Code.

Section 5. Effective Date and Submission to Voters. Pursuant to California Elections Code section 9217, this ordinance shall take effect ten (10) days after the City Council has determined by resolution the approval of this ordinance by a majority of the voters of the City as required by Section 2(b) of Article XIIC of the California Constitution and applicable law.

Section 6. Certification. The City Clerk shall certify the final approval of this ordinance, publish the same as required by law, and forward a certified copy of the adopted ordinance to the California Department of Tax and Fee Administration.

Section 7. Publication. Within fifteen (15) 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 (15) 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 full text of the ordinance, along with the names of those City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36933(c)(1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on May 26, 2026, by the following vote:

AYES:	Councilmembers: Bass, Broadway, Gayaldo, Halldin
NOES:	None
ABSENT:	None
ABSTAIN:	None

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on June 9, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

First Reading:	05.26.2026
Second Reading:	06.09.2026
Effective Date:	Ten (10) days after the approval of this ordinance by a majority of the voters of the City.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: City Council Meeting Technology Service Disruption Policy

Date: June 9, 2026

Submitted By: Avinta Singh, City Clerk
Matthew McOmber, City Attorney

Department: City Clerk's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving the City Council Meeting Technology Service Disruption Policy.

Background:

Senate Bill 707, effective January 1, 2026, made numerous changes to the Ralph M. Brown Act (Gov. Code Sections 54950 et seq.) (Brown Act) related to local public agency meeting requirements. The new Brown Act amendments mandate that by July 1, 2026 eligible legislative meeting bodies (in this case, the City Council) must allow for the public to provide remote public comments during City Council meetings, and require the City to adopt a policy regarding the handling of potential disruptions to remote participation technology.

Remote Public Comments. Commencing July 1, 2026, all meetings of the City Council must provide the public with an opportunity to attend (hear and see) and address the legislative body (i.e., provide public comment) remotely (§ 54953.4(b)(1).) All open and public meetings shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform, except when adequate telephonic or internet service is not operational at the meeting location. In order to provide the public with the opportunity to participate remotely and provide public comment, all future City Council meetings will be broadcast with a Zoom link to allow members of the public to participate using this technology. After July 1, 2026, the City Clerk post City Council meeting agendas that include Zoom meeting information and will host all City Council meetings using this platform. A livestream of City Council Meetings will continue to be available on the City's website through the Granicus video link.

Technology Service Disruption Policy Requirement. Prior to July 1, 2026, the City Council must approve a policy in open session and not on the consent calendar, a policy addressing disruptions to telephonic or internet service during a City Council meeting. The proposed City Council Meeting Technology Service Disruption Policy (Attachment 2) addresses the new Brown Act requirements and includes the following:

A. Procedures for recessing and reconvening a meeting following a disruption before or during a meeting, and the good faith efforts the City will take to restore telephonic or internet service.
B. If a disruption occurs during a City Council meeting, the open session meeting must be recessed and the City Council may not reconvene the open session meeting for at least one hour, during which good faith efforts to restore service will be made, or until telephonic or internet service is restored (whichever is the earlier).
C. In the event service is not restored after one hour, the City Council meeting may reconvene without a remote connection if the City Council adopts a finding by roll call vote that:
    i. The City made good faith efforts to restore service in accordance with its adopted policy; and
    ii. The public interest in continuing the meeting outweighs the public interest in maintaining remote public access (i.e., continuing to pause the meeting until service is reestablished is outweighed by the public interest in continuing without remote access).

The proposed City Council Meeting Technology Service Disruption Policy addresses the new Brown Act requirements related to technology disruptions. Staff recommends approval of the Resolution and Policy.

Fiscal Impact:
There is no direct fiscal impact to the General Fund from the staff recommendation.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - City Council Meeting Technology Service Disruption Policy

RESOLUTION NO. 2026-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING THE CITY COUNCIL MEETING TECHNOLOGY SERVICE DISRUPTION POLICY

WHEREAS, the Ralph M. Brown Act (Government Code § 54950 et seq.) establishes requirements for open and public meetings of local legislative bodies; and

WHEREAS, Senate Bill 707 was signed into law in 2025 and amended portions of the Brown Act to update teleconferencing and accessibility requirements, including provisions related to remote participation in public meetings, among other things; and

WHEREAS, Government Code § 54953.4(b)(1)(A) requires eligible legislative bodies, on or before July 1, 2026, to adopt at a noticed public meeting in open session, and not on the consent calendar, a policy addressing disruption of telephonic or internet service during meetings conducted with remote participation; and

WHEREAS, the required policy must address procedures for recessing and reconvening a meeting in the event of a disruption and the efforts the City will make to attempt to restore telephonic and internet service; and

WHEREAS, Government Code § 54953.4 further provides that, in the event of a disruption preventing members of the public from observing or participating in the meeting through a two-way telephonic service or audiovisual platform, the legislative body shall recess the open session for at least one hour during which good faith efforts to restore service will be made, and may not reconvene open session until at least one hour has passed or service has been restored, whichever is earlier; and

WHEREAS, if telephonic or internet service has not been restored upon reconvening, the legislative body must make findings by roll call vote that it has made good faith efforts to restore service in accordance with its policy and that the public interest in continuing the meeting outweighs the public interest in remote public access; and

WHEREAS, adoption of a technology service disruption policy is required to ensure compliance with state law and to promote public access, transparency and continuity of public meetings; and

WHEREAS, the proposed policy addressing disruption of telephonic or internet service during meetings of the City Council has been prepared in accordance with Government Code § 54953.4 and is attached hereto as Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROCKLIN, CALIFORNIA, AS FOLLOWS:

Section 1. The City Council of the City of Rocklin hereby adopts the City Council Meeting Technology Service Disruption Policy attached hereto as Exhibit A.

Section 2. The City Clerk is authorized and directed to implement the policy in coordination with City staff, City Attorney, and technology support staff, as appropriate.

Section 3. The City Clerk, in coordination with the City Attorney, may approve minor, non-substantive modifications to the policy as necessary to conform to applicable law, agency practices, or formatting requirements, provided such modifications do not materially alter the policy.

PASSED AND ADOPTED this 9th day of June, 2026, by the following vote:

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

_____
David Bass, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

City Council Meeting Technology Service Disruption Policy

City of Rocklin
City Council Meeting Technology Service Disruption Policy
Effective Date: July 1, 2026

I. **Purpose**.

This policy establishes procedures for responding to a disruption of the telephonic or internet services that provide two-way remote public access to meetings of the City Council, as required by the Ralph M. Brown Act ("Brown Act")(Gov. Code § 54953.4).

II. **Applicability**.

A. This policy applies only to meetings of the City Council at which remote public participation is offered or required pursuant to the Brown Act. This policy does not apply to City Council-appointed boards and commissions.
B. This policy pertains to telephonic or internet services that provide two-way remote public access to meetings of the City Council.
C. This policy does not apply to one-way television broadcasts or one-way Internet streams of City Council meetings. A meeting is not required to recess pursuant to this policy if one or more one-way services are disrupted, so long as two-way remote public access is functioning.
D. For the purpose of this policy, a "service disruption" means an interruption to telephone or internet service that prevents the public from being able to comment or participate at a City Council meeting via the service provided by the City.

III. **Procedures in the Event of a Service Disruption**.

A. Response to Service Disruption. If City staff or the City Council becomes aware of a service disruption the following shall occur:
    i. The presiding officer or City Clerk shall immediately announce the service disruption to the public.
    ii. The presiding officer will then call for a recess of open session meeting. A service disruption does not preclude the City Council from meeting in a closed session that has been properly noticed and announced consistent with the Brown Act.
    iii. Following the call for recess, City staff shall immediately begin efforts to diagnose the problem and restore the two-way remote public accessing service.

iv. The open session meeting shall remain in recess for at least one hour or until service is restored, whichever is sooner. The recess may be extended if restoration efforts are ongoing.
v. Alternately, the presiding officer or City Clerk may adjourn the meeting without restoring service or without recessing for at least one hour.

B. Efforts to restore service. When a service disruption occurs, City staff shall make good faith efforts to restore remote access services, which may include:
i. Troubleshooting platform or teleconferencing software
ii. Resetting or replacing audiovisual equipment
iii. Attempting alternative connection methods
iv. Contacting necessary support staff or service providers
v. Switching to back-up equipment or platforms, if available
vi. The City Clerk shall document the restoration efforts undertaken

IV. **Reconvening the Open Session**.

A. Timing.

i. The open session meeting may be reconvened after at least one hour has elapsed from the time of the service disruption or as soon as service is restored, whichever occurs earlier.
ii. If service has not been restored after one hour, the City Council may reconvene and take any of the following actions:

1. Adjourn the meeting; or

2. Resume the meeting in open session by adopting, by roll call vote, the following, or a substantially similar, finding:

"The City of Rocklin has made a good faith effort to restore telephonic or internet service in accordance with its adopted policy, and the public interest in conducting this meeting outweighs the public interest in remote public access."

3. In making the above finding, the City Council may identify any agenda items that are not time sensitive and continue those items.

V. **Recordkeeping.**

A. In the event of a service disruption the Clerk shall enter brief statements into the meeting minutes, including the following:
i. The nature and start time of the service disruption;
ii. A summary of restoration efforts undertaken;
iii. The time the meeting was reconvened or adjourned, as applicable;
iv. Any finding adopted to reconvene the open session meeting, if applicable.

VI. **Review and Updates.**

This policy may be amended by the City Council at a noticed public meeting as a discussion item, and not on the consent calendar.