ROCKLIN CITY COUNCIL

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

January 14, 2025
General Session 6:00 p.m.
SECOND AMENDED AGENDA
*** Removal of Closed Session**

JILL GAYALDO, *Mayor*
DAVID BASS, *Vice Mayor*
KEN BROADWAY, *Council Member*
BILL HALLDIN, *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, to disclose any campaign contribution made to a City elected or appointed officer (including Councilmembers, Planning Commissioners, and members of other City boards and commissions) totaling more than $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

PLEDGE OF ALLEGIANCE

ROLL CALL

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 December 4, 2024 Special Meeting of the City Council
Recommendation: Approve the Minutes of the December 4, 2024 Special Meeting of the City Council.

C2. Minutes of the December 10, 2024 Regular Meeting of the City Council
Recommendation: Approve the Minutes of the December 10, 2024 Regular Meeting of the City Council.

C3. Appointments to Regional Boards and Committees for Calendar Year 2025
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Updating Appointments to the Various Joint Power Agencies, Placer County Committees, Regional Boards, and the City's Architectural Review Committee.

C4. Appointment to the Arts Commission
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Making an Appointment to the Arts Commission.

C5. Amendments to the Rocklin Municipal Code Establishing a Residential Minimum Density Overlay Zone and Amending the Zoning Map - Second Reading of Ordinance
Recommendation: Adopt an Ordinance of the City Council of the City of Rocklin to Add Chapter 17.53 to the Rocklin Municipal Code Establishing the Residential Minimum Density Overlay Zone and Amending the Zoning Map of the Rocklin Municipal Code to Designate Parcels Subject to the Residential Minimum Density Overlay Zone.

C6. Sierra College Land Transfer Agreement - Amendment No. 1
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute Amendment No. 1 to the City-College Agreement with Sierra College Joint Community College District for the Transfer of Fee Title for Two Properties.

C7. Revisions to the City of Rocklin's Section 125 Cafeteria Plan
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Adopting an Amended and Restated Section 125 Cafeteria Plan for the City of Rocklin, and Authorizing the City Manager to Execute Documents Related to the Section 125 Cafeteria Plan and Repeal Resolution No. 2024-134.

C8. Municipal Tax Services and Program Administration Contract
Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Property Tax Service Contract to HdL Coren & Cone and Authorizing the City Manager to Execute the Contract.
B. Adopt a Resolution of the City Council of the City Rocklin Awarding the Sales and Use Tax, Transient Occupancy Tax, Short-Term Rental, and Business License Tax and Administration Services Contract to HdL Companies and Authorizing the City Manager to Execute the Contract.

C9. Information Technology Infrastructure Services Contract
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Contract for Services with Network Design Associates, Inc.

C10. Transparency Engagement Advisory Services Contract
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving a Contract for Professional Services with Cole Pro Media, Corp for Transparency Engagement Advising, and Authorizing the City Manager to Execute the Agreement and Subsequent Amendments.

C11. Lighting & Landscape Maintenance District No. 2 - Landscape Services Bid Award
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for 2025 L&L2 Landscape Services on City-Owned Pocket Parks, Streets, and Right-of-Ways to Pride Industries One, Inc. and Authorizing the City Manager to Execute an Agreement.

C12. Plants, Trees, and Bark Services – Bid Award
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the Plants, Trees, and Bark Services Project to Pride Industries One, Inc. and Authorizing the City Manager to Execute an Agreement.

C13. 2024 Micro-Pave Resurfacing Project - Notice of Completion
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as the 2024 Micro-Pave Resurfacing Project, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (American Pavement Systems, Inc.).

C14. Vollmar Natural Lands Consulting, Inc. Contract - Amendment No. 3
Recommendation: Adopt a Resolution of the City Council of the City of Rocklin Approving Amendment No. 3 to the Contract for Services with Vollmar Natural Lands Consulting, Inc. and Authorizing the City Manager to Execute Amendment No. 3.

C15. Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Reconstruction Project - Change Order No. 3 and Notice of Completion

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving Change Order No. 3 and Authorizing the City Manager to Execute Change Order No. 3 with McGuire and Hester, Inc.

B. Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as the Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Reconstruction Project, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (McGuire and Hester, Inc).

PRESENTATIONS

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

P1. Oath of Office for Incoming Arts Commissioner

PUBLIC HEARINGS

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

PH1. BARRO Zone Modifications / Zoning Ordinance Amendment, ZOA2024-0003

Recommendation: Conduct a Public Hearing and Consider the Following Action: Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Amending Sections of Chapter 17.59 – Business Attraction, Retention, and Revitalization Overlay (BARRO) Zone and Amending the Citywide Zoning Map to Add Approximately Five Acres Into the BARRO Zone (BARRO Zone Modifications / ZOA2024-0003)

PH2. University Avenue Apartments / General Plan Amendment, GPA2023-0001, General Development Plan Amendment, PDG2023-0004, Rezone, Z2023-0003, Design Review, DR2023-0006, Environmental, ENV2024-0015

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

A. Adopt a Resolution of the City Council of the City of Rocklin Approving an Addendum to the Northwest Rocklin (Sunset Ranchos) Annexation Environmental Impact Report (University Avenue Apartments / ENV2024-0015).
B. Adopt a Resolution of the City Council of the City of Rocklin Approving an Amendment to the General Plan of the City of Rocklin to Change the Land Use Designation of Approximately 0.41 Acre of a 12.72 Acre Site from Recreation Conservation (R-C) to Mixed Use (MU) (University Avenue Apartments / GPA2023-0001).
C. Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Amending the Northwest Rocklin General Development Plan and Rezoning 12.72 Acres from Planned Development Light Industrial and Open Space to Planned Development Residential 22 Units Per Acre Minimum (PD-22+) (University Avenue Apartments / PDG2023-0004, Z2023-0003).
D. Adopt a Resolution of the City Council of the City of Rocklin Approving a Design Review (University Avenue Apartments / DR2023-0006).

DISCUSSION ITEMS

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

D1. Rocklin Municipal Code Updates Related to Procurement, Purchases, and Contracts

Recommendation: Conduct a Discussion and Consider the Following Action:

A. Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Repealing and Re-Enacting Chapter 3.04 of the Rocklin Municipal Code Regarding Procurement, Purchases, and Contracts.
B. Adopt a Resolution of the City Council of the City of Rocklin Electing to Become Subject to the Uniform Public Construction Cost Accounting Act.

D2. Clover Valley Land Acquisition Support

Recommendation: Discuss the Consideration of a Donation by the City of Rocklin to the Placer Land Trust to Support Their Purchase of Clover Valley, and Provide Direction to Staff.

FUTURE AGENDA ITEMS

ADJOURNMENT

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Minutes of the December 4, 2024 Special Meeting of the City Council

Date: January 14, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the December 4, 2024 Special Meeting of the City Council.

ATTACHMENTS:
1. DRAFT City Council Special Meeting Minutes of December 4, 2024

ROCKLIN CITY COUNCIL

City Council Special Meeting
Rocklin Police Department - EOC
4080 Rocklin Rd. Rocklin, CA 95677
Website: www.rocklin.ca.us

December 4, 2024
5:00 p.m.

MEETING MINUTES
-DRAFT-

CALL TO ORDER

Mayor Janda called the meeting to order at 5:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Janda led the pledge of allegiance.

ROLL CALL

Present:	Councilmembers David Bass, Bill Halldin
	Mayor Greg Janda
	Vice Mayor Gayaldo arrived at 5:05 p.m.
Absent:	Councilmember Ken Broadway

DISCUSSION ITEMS

D1. Clover Valley Development History and Current Plans

Community Development Department Director David Mohlenbrok provided an overview of the history and current plans for the project; Jessup University President Dr. John Jackson and Civil Engineer Dave Berry representing Tim Lewis Communities provided additional background information and details of the project.

PUBLIC DISCUSSION

Mayor Janda facilitated questions and answers with members of the public.

ADJOURNMENT

Mayor Janda adjourned the meeting at 6:53 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of December 4, 2024 as approved by the Rocklin City Council.

_____

Avinta Singh, City Clerk

City Council Staff Report

Subject: Minutes of the December 10, 2024 Regular Meeting of the City Council

Date: January 14, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Approve the Minutes of the December 10, 2024 Regular Meeting of the City Council.

ATTACHMENTS:
1. Draft City Council Meeting Minutes of December 10, 2024

ROCKLIN CITY COUNCIL

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

December 10, 2024
General Session 6:00 p.m.

MEETING MINUTES
-DRAFT-

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

Mayor Janda led the pledge of allegiance.

ROLL CALL

Present: Councilmembers David Bass, Ken Broadway, Jill Gayaldo, Bill Halldin
Mayor Greg Janda
Absent: None

AGENDA REVIEW

None.

ELECTION RESULTS

Results of the Consolidated General Election Held in the City of Rocklin on November 5, 2024, for Three Councilmembers for Full (Four-Year) Terms
Recommendation: Adopted Resolution No. 2024-258 of the City Council of the City of Rocklin Declaring the Results of the Consolidated General Election Held in the City of Rocklin on November 5, 2024, for Three Councilmembers for Full (Four-Year) Terms.

City Clerk Avinta Singh presented the item to the City Council.

Motion to approve the Results of the Consolidated General Election of November 5, 2024 by Councilmember Halldin and seconded by Vice Mayor Gayaldo. Passed by the following vote:

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

OATH OF OFFICE

Oath of Office to the Re-Elected City Councilmembers

City Clerk Avinta Singh administered the Oath of Office to the following re-elected members of the City Council: Councilmembers Bass, Broadway and Janda.

COUNCIL REORGANIZATION

Nomination and Selection of Mayor

Recommendation: Adopted Resolution No. 2024-259 of the City Council of the City of Rocklin Appointing a Mayor for the 2024-25 Term of Office.

Motion to nominate Jill Gayaldo as Mayor for the 2024-25 Term of Office by Councilmember Halldin. Passed by the following vote:

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

Nomination and Selection of Vice Mayor

Recommendation: Adopted Resolution No. 2024-260 of the City Council of the City of Rocklin Appointing a Vice Mayor for the 2024-25 Term of Office.

Motion to nominate David Bass as Vice Mayor for the 2024-25 Term of Office by Councilmember Broadway. Passed by the following vote:

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

Oath of Office to the Mayor and Vice Mayor
City Clerk Avinta Singh administered the Oath of Office to Mayor Gayaldo and Vice Mayor Bass.

Recognition of Outgoing Mayor
Mayor Gayaldo presented Councilmember Janda with a plaque commemorating his time as Mayor.

Recess (Reception)
The City Council took a recess at 6:20 p.m.

The City Council returned from its recess at 6:39 p.m.

REPORTS FROM CITY COUNCIL AND CITY MANAGER

Councilmember Halldin reported attendance at a playoff game sendoff event for Rocklin High School's football team along with Mayor Gayaldo and congratulated the team for a great season; attended the Growth Factory's Build Up Rocklin cohort celebration event; attended the annual holiday concert organized by Jessup University; attended the Rocklin Tree Lighting event organized by the Chamber of Commerce; and attended the Placer County Board of Supervisors meeting to address concerns about the County's purchase of commercial property in the City.

Councilmember Broadway appreciated the Rocklin Fire Department's Santa Tours, which visited numerous neighborhoods throughout the City.

Councilmember Bass thanked the Chamber of Commerce for organizing the Tree Lighting event; and shared that he participated in the Special City Council meeting held on December 4, 2024 to address concerns related to the Clover Valley Development, stating that it was a passionate discussion including the community on how to move forward with the demands placed by the state but also preserve parts of Rocklin.

Mayor Gayaldo attended a celebration in Sacramento for Guru Tegh Bahadur, an Interfaith Unity event including the Sikh and Hindu communities; reported attendance at two meetings held for the Sacramento Area Council of Governments (SACOG), which included how to onboard new incoming members and shared that she had received the nomination to serve as Vice Chair on the board for 2025; attended the ribbon-cutting ceremony at the Westfield Galleria for the Light the World Giving Machine; attended an Open House event for Sacramento Area Firefighters Local 522; recognized the Placer County Sheriff's Office and District Attorney's Office for the first sentencing for murder charges related to fentanyl; attended the Growth Factory's Build Up Rocklin cohort celebration event; shared that the Tree Lighting event was phenomenal; and stated that she had the opportunity to ride along in the Santa Tours.

City Manager Zimmermann shared that City facilities will be closed in observance of an annual furlough between December 25, 2024 and January 1, 2025; and noted that the December 24, 2024 City Council Meeting will be canceled.

CITIZENS ADDRESSING THE CITY COUNCIL

Mr. Greg Roberson, Board Chair for the Rocklin Chamber of Commerce, thanked the City for its partnership with the annual Tree Lighting ceremony; commended City staff for their assistance with the event; underscored it was great to see Santa delivered by the Rocklin Fire Department; and shared the date for next year's event is December 6, 2025.

Mr. Bruce Houdesheldt, Roseville Mayor, expressed his appreciation to Rocklin City Councilmembers for their collaboration, communication and active listening; acknowledged the shared history between the two cities; and thanked the City Council for their service and looked forward to the continued relationship.

CONSENT CALENDAR

C1. Minutes of the November 19, 2024 Special Meeting of the City Council
Recommendation: Approved the Minutes of the November 19, 2024 Special Meeting of the City Council.

C2. Minutes of the November 25, 2024 Special Meeting of the City Council
Recommendation: Approved the Minutes of the November 25, 2024 Special Meeting of the City Council.

C3. City Council Regular Meeting Calendar - January through December 2025
Recommendation: Adopted Resolution No. 2024-261 of the City Council of the City of Rocklin Approving City Council Regular Meeting Dates - January through December 2025.

C4. Grant Agreement with The Gathering Inn for Homelessness Prevention and Rapid Rehousing Services (FY 2024/25)
Recommendation: Adopted Resolution No. 2024-262 of the City Council of the City of Rocklin Authorizing the City Manager to Execute a Grant Agreement with The Gathering Inn for Homelessness Prevention and Rapid Rehousing Services (FY 2024/25).

C5. City Hall Remodel Project Design Services – Award of Contract
Recommendation: Adopted Resolution No. 2024-263 of the City Council of the City of Rocklin Authorizing the City Manager to Execute a Contract with 19six Architects for Design Services for the City Hall Remodel.

C6. Fiscal Year 2024/25 First Quarter: Financial Report, Budget and Position Adjustments, and Strategic Plan Update

Recommendation:

A. Resolution No. 2024-264 of the City Council of the City of Rocklin Accepting the Quarterly Financial Report for the Quarter Ended September 30, 2024, Amending the Fiscal Year 2024/25 Operating Budget to Delete the Vacant Principal Management Analyst Position, Add the Assistant to the City Manager Position to the Management Unit Salary Schedule at Range 20, Adjust the Interfund Loan Amount for the Atherton Sewer Trunk Line Upsizing Project, and Adjust the Police Department Budget.

B. Received and Filed the 2023-2025 Strategic Plan Update.

C7. Accounts Paid List - July to September 2024

Recommendation: Received the Accounts Paid List for July 1, 2024 to September 30, 2024.

C8. Development Impact Fee Annual (AB 1600) Reports for Fiscal Year 2023/24

Recommendation: Adopted Resolution No. 2024-265 of the City Council of the City of Rocklin Accepting Development Impact Fee Reports for the Period Ending June 30, 2024 as Required by Government Code Sections 66000 ET SEQ.

C9. Quarterly Treasurer's Report

Recommendation: Received the Treasurer's Report for the Quarter Ending September 30, 2024.

C10. Five Star Boulevard, Destiny Drive & Mission Hills Phase IV Project - Change Order No. 2

Recommendation: Adopted Resolution No. 2024-266 of the City Council of the City or Rocklin Approving Change Order No. 2 and Authorizing the City Manager to Execute Change Order No. 2, with McGuire and Hester, Inc.

C11. Masonry Wall Repair Notice of CEQA Exemption and Contract Award

Recommendation:

A. Adopted Resolution No. 2024-267 of the City Council of the City of Rocklin Approving a Notice of Exemption (Repair and Restoration of Exterior Fencing and Sound Walls).

B. Adopted Resolution No. 2024-268 of the City Council of the City of Rocklin Awarding the Contract for the Masonry Wall Repair to Hinkley's Masonry and Authorizing the City Manager to Execute an Agreement with Hinkley's Masonry.

C12. Rocklin Municipal Code Amendments Regarding the Prohibited Use of Motorized Vehicles in Recreation Areas (Second Reading of Ordinance)

Recommendation: Adopted Ordinance No. 1182 of the City Council of the City of Rocklin to Amend Section 12.20.045(C) and Add Enforcement Provisions as Section to the Rocklin Municipal Code Regarding the Prohibited Use of Motorized Vehicles in Recreation Areas.

C13. Various Personnel Updates

Recommendation:

A. Adopted Resolution No. 2024-269 of the City Council of the City of Rocklin to Adopt the Revised Temporary Positions Hourly Salary Schedule, Increasing the Hourly Minimum Wage for the Position of Program Assistant to Sixteen Dollars and Fifty Cents ($16.50).

B. Adopted Resolution No. 2024-270 of the City Council of the City of Rocklin to Approve a Side Letter of Agreement to the Memorandum of Understanding Between the City of Rocklin and AFSCME Council 57, Local 146 AFL-CIO Representing the Public Service Employees Bargaining Unit, to Modify Section III, Article 28 Subsection I(B) Safety Shoe/Safety Glasses.

C. Adopted Resolution No. 2024-271 of the City Council of the City of Rocklin Approving Amendment No. 2 to the Professional Services Agreement with Occu-Med LTD. and Authorizing the City Manager to Execute Amendment No. 2.

D. Adopted Resolution No. 2024-272 of the City Council of the City of Rocklin to Approve Amendments to the Rules, Regulations, Benefits, and Policies Related to Employee Relations Between the Management, Confidential, and Unrepresented Employees and the City to Modify Section IV, Article 23 (Management Leave) and Add Section II Article 7 (Executive Allowance) and Repeal Resolution 2024-176.

E. Received a report from the Human Resources Division of the Administrative Services Department as Required by City of Rocklin Municipal Code 2.48 – Police Salaries.

PUBLIC COMMENT

There were none.

Motion to approve Consent Calendar Item Nos. C1 through C13 by Councilmember Broadway and seconded by Councilmember Janda. Passed by the following vote:

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

PUBLIC HEARINGS

PH1. 2021-2029 Housing Element Program 10 - Inventory of Sites for Housing/Rezone Implementation / Environmental, ENV2024-0012; General Plan Amendment, GPA2024-0003

Recommendation: Conducted a Public Hearing and Considered the Following Actions:

A. Adopted Resolution No. 2024-273 of the City Council of the City of Rocklin Approving an Addendum to the 2012 General Plan Environmental Impact Report (2021- 2029 Housing Element Program 10 – Inventory of Sites for Housing/Rezone (ENV2024-0012)).

B. Adopted Resolution No. 2024-274 of the City Council of the City of Rocklin Approving a General Plan Amendment for the 2021-2029 Housing Element Program 10 - Inventory of Sites for Housing/Rezone (GPA2024-0003).

C. Introduced, Waived the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin to Add Chapter 17.53 to the Rocklin Municipal Code Establishing the Residential Minimum Density Overlay Zone and Amending the Zoning Map of the Rocklin Municipal Code to Designate Parcels Subject to the Residential Minimum Density Overlay Zone.

Mayor Gayaldo opened the public hearing for Item PH1.

Principal Planner Anna Leanza presented the item to the City Council.

Councilmember Broadway expressed concern that due to the irregular shape and small size of the parcel located at Site 28, there may be significant challenges with the relative number of units constructed, and the ability to secure funding for affordable units. He noted that the property owner was also concerned about changing the use from commercial to residential.

Principal Planner Leanza indicated that removal of the parcel from the current inventory would require identifying a replacement site including enough units to meet RHNA obligations. She also stated that if a natural disaster or another catastrophic event were to occur requiring a rebuild or a remodel, then this would be viewed as ceasing of operations, and underscored that the intent of the code is for abandoned properties.

Community Development Director David Mohlenbrok noted that for sites including R-C (recreation conservation) as a part of general plan designation, an assumption is made that not all of the site is developable due to a portion possibly being a wetland, a creek or some other feature requiring preservation. He added that housing elements inventory of sites has an overall acreage and an assumed acreage that is less due to not all of the property being developable.

Principal Planner Leanza confirmed that for proposed overlays indicating RMDO R24+, while it requires high density and low income residential as a RHNA site, property owners are not required to tear down existing use. She confirmed that a voluntary teardown would be deemed an abandonment of use.

City Manager Zimmermann stated that the proposed overlay zones would allow the City to be in compliance with the Housing Element, and noted that since the City was

in the beginning phase of the Zoning Code update, there would be recommendations in the future to modify general development plans.

Principal Planner Leanza confirmed that notices had been mailed to property owners for both the Planning Commission and City Council Public Hearings, public notices were advertised in the newspaper, robust outreach had been done in 2021 to notify residents, including the formation of an Ad Hoc committee.

PUBLIC COMMENT

Ms. Pennae Brunner addressed the City Council expressing concern about her property on Rocklin Road that was previously zoned commercial, which may be subject to residential zoning with the overlay.

Mr. Marcus Lo Duca addressed the City Council stating that his client is opposed to the redesignation and rezoning of the Rocklin Springview Mini Storage (Site 28), noting it was not available for high density residential as it was a longstanding and fully developed site, was a narrow commercial site located adjacent to the railroads, and requested to keep the site off of the inventory list.

Ms. Darlene Fletcher addressed the City Council about her property on Pacific Street and asked what the overlay zone meant for her property.

Principal Planner Leanza clarified that the properties mentioned during the public comment period had an overlay of mixed use which would add additional uses to the parcel, noting that the overlay would establish a minimum density for the parcels and that single family homes were considered a legal nonconforming use.

Mayor Gayaldo emphasized that existing properties could remain residential, however if the property owner sold the house or if it was deemed abandoned, then the use would be subject to the overlay.

Councilmember Janda expressed concern that if a home is destroyed due to a fire, whether this would be allowed to be rebuilt. Principal Planner Leanza confirmed the rebuilding of home would be possible as single-family homes were considered a nonconforming use with a conforming structure per the ordinance.

Councilmember Halldin appreciated the public comments made noting that overlay would make the property more valuable as it would allow more use types. He expressed concern that if an existing church were to tear down the building to build a new church, that this may not be permissible. He supported the Planning Commission’s recommendation to remove Site 28 from the RHNA sites list.

Vice Mayor Bass stated the City was doing a great job in striving to protect what Rocklin should look like and still meet RHNA numbers, and there were many jurisdictions that were not complying with this.

Councilmember Janda commented that the City was being forced to meet State requirements, he did not agree with rezoning without the willingness of property owners, appreciated the public comments made by property owners, stated that the BARRO zone in the downtown provided flexibility to rebuild or make additions, and was also concerned about the church property being able to continue its use as mentioned by Councilmember Halldin.

Mayor Gayaldo understood the concerns raised by residents, underscored that the City had an obligation to meet the State's RHNA requirements, and if the City did not comply the State could take over the City's zoning. She shared that it was frustrating that not all municipalities were adhering and that due to there not being enough open property in Rocklin to meet the numbers, the overlays were being placed on certain parcels that were unlikely to change its use.

Mayor Gayaldo closed the public hearing for Item PH1.

Motion to approve Public Hearing Item No. PH1.A by Vice Mayor Bass, seconded by Councilmember Janda. Passed by the following vote:

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

Motion to approve Public Hearing Item No. PH1.B by Vice Mayor Bass, seconded by Councilmember Janda. Passed by the following vote:

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

Motion to approve Public Hearing Item No. PH1.C by Vice Mayor Bass, seconded by Councilmember Janda. Passed by the following vote:

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

DISCUSSION ITEMS

D1. City of Rocklin 2022-2025 Economic Development Strategy Update
Recommendation: Received a status update of the City of Rocklin 2022-2025 Economic Development Strategy, and provide direction to staff regarding further collaboration with the Growth Factory.

Mayor Gayaldo expressed her appreciation to Assistant City Manager Sherri Conway and wished her well on her retirement.

Assistant City Manager Sherri Conway presented the item to the City Council.

Vice Mayor Bass asked with the exhaustion of ARPA funds, if there would be funding for additional cohorts. Assistant City Manager Conway indicated that the City Manager's Office was seeking direction on continuing a partnership with the Growth Factory.

City Manager Zimmermann stated that ARPA funds had been fully expended for the Growth Factory and noted that the City Council designated a few months ago that if any approved projects using ARPA funds had residual savings, these funds could be allocated for economic development support. Ms. Zimmermann stated that staff would explore with the Growth Factory what they deem is the best way to support key industries in Rocklin.

PUBLIC COMMENT

There were none.

Councilmember Janda expressed his appreciation to Assistant City Manager Conway for all that she had accomplished in the last couple of years including the attention focusing on economic development in the City, and wished her the best on her retirement.

Councilmember Broadway shared that he had received a number of communications from businesses that had participated in the Growth Factory program over the years confirming its successfulness; underscored that since 50% of revenue from sales tax comes from small businesses, ensuring the success and growth of these businesses was imperative; supported continuing this type of a program as it encouraged the growth of current businesses and will bring in new businesses into the community.

Vice Mayor Bass shared that he had been invited to speak at one of the cohort sessions and provided opinions as a former business lawyer, and had the opportunity to hear some of the frustrations experienced by some businesses on what they wanted to accomplish through the cohort; suggested that for the future cohorts, some criteria on how to spend funds allocated to each business; and hoped to hear from the

business community on any difficulties experienced in opening a business in Rocklin, as the feedback will help improve the process.

Mayor Gayaldo stated that since a majority of the businesses were small businesses, it was important to support this and the Growth Factory provided a great opportunity to do so, emphasizing that economic development was a huge priority.

City Manager Zimmermann noted for Councilmember Halldin that the City Council awarded $300,000 to the Growth Factory to run the Build Up Rocklin program to support small businesses in the City over a two-year period.

FUTURE AGENDA ITEMS

There were none.

The Rocklin City Council adjourned at 8:21 p.m. and reconvened as the Successor Agency to the Redevelopment Agency of the City of Rocklin.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF ROCKLIN

SA1. Recognized Obligation Payment Schedule (ROPS) 2025/26
Recommendation: Adopted Resolution No. 2024-048 SA of the Successor Agency of the City of Rocklin Approving the Successor Agency's Recognized Obligation Payment Schedule (ROPS) for Fiscal Year 2025-26, and Authorizing Successor Agency Staff to Submit the ROPS to the Placer County Oversight Board.

Senior Accountant Angela Doyle presented the item to the City Council.

PUBLIC COMMENT

There were none.

Motion to approve Item No. SA1 by Councilmember Janda, seconded by Councilmember Broadway. Passed by the following vote:

Ayes:	Councilmembers Bass, Broadway, Halldin, Janda Mayor/Chair Gayaldo
Noes:	None
Absent:	None
Abstain:	None

ADJOURNMENT

Mayor Gayaldo adjourned the meeting at 8:25 p.m.

This is to certify that the foregoing is a true and correct copy of the minutes of December 10, 2024 as approved by the Rocklin City Council.

_____

Avinta Singh, City Clerk

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Appointments to Regional Boards and Committees for Calendar Year 2025

Date: January 14, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Updating Appointments to the Various Joint Power Agencies, Placer County Committees, Regional Boards, and the City's Architectural Review Committee.

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2025

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN UPDATING APPOINTMENTS TO THE VARIOUS JOINT POWER AGENCIES, PLACER COUNTY COMMITTEES, REGIONAL BOARDS, AND THE CITY'S ARCHITECTURAL REVIEW COMMITTEE

The City Council of the City of Rocklin does resolve as follows:

Section 1. The Mayor of the City of Rocklin, with the general support of the City Council of the City of Rocklin, does hereby appoint the individuals named in Exhibit A attached hereto and incorporated herein by this reference, to various joint power agencies, Placer County committees, and regional boards thereby repealing the provisions of any resolutions in conflict herewith.

PASSED AND ADOPTED this 14th day of January, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

SECTION 1: APPOINTMENTS TO JOINT POWER AGENCIES,
PLACER COUNTY COMMITTEES, AND REGIONAL BOARDS

NAME	APPOINTEE	ALTERNATE
Highway 65 Interchange Financing JPA Board	Halldin	Janda
Mosquito Abatement District	Gayaldo	None
Placer County Air Pollution Control District Board	Janda	Bass
Placer County City Selection Committee (Mayors)	Gayaldo	Bass
Placer County Economic Development Board	Halldin	Gayaldo
Placer County Flood Control and Drainage District Board	Bass	Broadway
Placer County Local Agency Formation Commission	Bass	*No alternate per LAFCO
Placer County Local Community Benefit Committee	Halldin	Broadway
Placer County Solid Waste Task Force	Justin Nartker, Staff	Kurt Schmiegel, Staff
Placer County Transportation Planning Agency Board	Broadway	Janda
Sacramento Area Council of Governments Board	Gayaldo	Halldin
Pioneer Community Energy	Janda	Bass
South Placer Regional Transportation Authority Board	Broadway	Gayaldo
Western Placer Waste Management Authority Board	Halldin	Broadway

SECTION 2: APPOINTMENTS TO INTERNAL COMMITTEES

NAME	APPOINTEES	
Architectural Review Committee (2 Councilmembers and 2 Planning Commissioners/Staggered Terms)	<u>2 Year Term (Expires 1/2026)</u> Councilmember Janda Planning Commissioner Cortez	<u>2 Year Term (Expires 1/2027)</u> Councilmember Broadway Planning Commissioner Armstrong

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Appointment to the Arts Commission

Date: January 14, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Making an Appointment to the Arts Commission.

Background:
Interviews of qualified applicants were conducted on December 16, 2024 to fill an unscheduled vacancy on the Arts Commission.

Exhibit A to the Resolution identifies the recommended appointment.

ATTACHMENTS:
1. Resolution

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
MAKING AN APPOINTMENT TO THE ARTS COMMISSION

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council of the City of Rocklin does hereby appoint the following individual to the Arts Commission of the City of Rocklin commencing January 14, 2025 as set forth in Exhibit A, attached hereto and hereby incorporated herein by this reference.

PASSED AND ADOPTED this 14th day of January, 2025, by the following vote:

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

Jill Gayaldo, Mayor

ATTEST:

Avinta Singh, City Clerk

EXHIBIT A

APPOINTMENT:

ARTS COMMISSION **RMC Chapter 2.36 & 2.43** **Four-Year Term**	
Appointee	**Term Expires**
Pranil Shankar	6/30/2029

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Amendments to the Rocklin Municipal Code Establishing a Residential Minimum Density Overlay Zone and Amending the Zoning Map - Second Reading of Ordinance

Date: January 14, 2025

Submitted By: Avinta Singh, City Clerk

Department: City Clerk's Office

Recommendation:
Adopt an Ordinance of the City Council of the City of Rocklin to Add Chapter 17.53 to the Rocklin Municipal Code Establishing the Residential Minimum Density Overlay Zone and Amending the Zoning Map of the Rocklin Municipal Code to Designate Parcels Subject to the Residential Minimum Density Overlay Zone.

Background:
On December 10, 2024, the City Council introduced, read by title only and waived the full reading of the following:

"An Ordinance of the City Council of the City of Rocklin to Add Chapter 17.53 to the Rocklin Municipal Code Establishing the Residential Minimum Density Overlay Zone and Amending the Zoning Map of the Rocklin Municipal Code to Designate Parcels Subject to the Residential Minimum Density Overlay Zone."

The background materials for this item are contained in the December 10, 2024 City Council Meeting Staff Report, located on the City's website.

ATTACHMENTS:
1. Ordinance - Residential Minimum Density Overlay Zone

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN TO ADD CHAPTER 17.53 TO THE ROCKLIN MUNICIPAL CODE ESTABLISHING THE RESIDENTIAL MINIMUM DENSITY OVERLAY ZONE AND AMENDING THE ZONING MAP OF THE ROCKLIN MUNICIPAL CODE TO DESIGNATE PARCELS SUBJECT TO THE RESIDENTIAL MINIMUM DENSITY OVERLAY ZONE

The City Council of the City of Rocklin does ordain as follows:

Section 1. Findings.

A. The proposed Ordinance would amend Title 17 - Zoning of the City of Rocklin Municipal Code to add Chapter 17.53, which will establish the Residential Minimum Density Overlay (RMDO) Zone and development standards for the zone and amend the City Zoning Map to reflect the RMDO Zone.

B. The proposed Zoning Code and Zoning Map amendments are consistent with and implements the policies of the City of Rocklin's General Plan, including the Housing Element.

C. The proposed Zoning Code and Zoning Map amendments to affected properties, their density, and their intensity, are not likely to create serious health problems or create nuisances on properties in the vicinity.

D. The City Council has considered the effect of the proposed Zoning Code and Zoning Map amendment on the housing needs of the region and has balanced those needs against the public service needs of its residents and available fiscal and environmental resources.

E. The parcels are physically suited to the uses authorized in the Zoning Code amendment.

F. The proposed Zoning Code and Zoning Map amendments are compatible with the land uses existing and permitted on the properties in the vicinity.

G. The Planning Commission of the City of Rocklin recommended the Zoning Code and Zoning Map Amendment for approval on November 5, 2024 with a vote of 3-0 (two members absent).

Section 2. Authority. The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution and Government Code section 37100.

Section 3. Environmental Analysis. An Addendum to the 2012 General Plan Environmental Impact Report has been approved by City Council Resolution No. 2024-273.

Section 4. Action.

A. The City Council hereby adopts Chapter 17.53 of Title 17 Zoning of the Rocklin Municipal Code as is set forth in Exhibit A, attached hereto and incorporated herein by this reference.

B. The City's Zoning Map is hereby amended as depicted in Exhibit B, attached hereto and incorporated herein by this reference.

Section 5. Severability. If any section, sub-section, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall take effect thirty (30) days after the day of its adoption.

Section 7. Publication. Within fifteen days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in the Placer Herald. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in the Placer Herald, and shall post in the office of the City Clerk a certified copy of the City Council members voting for and against the ordinance. 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 December 10, 2024, by the following vote:

AYES: Councilmembers: Bass, Broadway, Gayaldo, Halldin, Janda

NOES: None

ABSENT: None

ABSTAIN: None

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on January 14, 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

First Reading: 12/10/2024
Second Reading: 01/14/2025
Effective Date:

EXHIBIT A – CHAPTER 17.53 OF TITLE 17

17.53 - Residential Minimum Density Overlay Zone

17.53.010 - Residential Minimum Density Overlay Zone

This chapter establishes the Residential Minimum Density Overlay Zone (the "RMDO Zone"). The creation of this overlay zone provides a mechanism to establish minimum development densities on a given site as a means to help the City achieve its Regional Housing Needs Allocation (RHNA) obligations.

17.53.020 - Purpose and Intent

The purpose and intent of the RMDO Zone is to designate certain properties as suitable for higher density residential uses. It is intended to facilitate the development of affordable multi-family housing for low- and moderate-income households, enable the city to meet its housing goals, and ensure that affordable housing developments will be compatible with surrounding land uses by establishing appropriate development standards.

Although there are some exceptions, zoning typically establishes the maximum density which is allowed on a given site within the density range established by the applicable General Plan land use designation. The creation of this overlay zone provides for a mechanism to establish a minimum density on a site-by-site basis that is greater than the applicable General Plan minimum density without having to amend the underlying zoning. Properties included within the RMDO Zone shall be specified on the approved zoning map to indicate both inclusion in the overlay zone and the minimum development density required.

17.53.030 – Applicability; conflicts

A. The provisions of this Chapter 17.53 shall apply to all those parcels indicated on the approved zoning map depicting the RMDO Zone area, and in a manner consistent with the identification of boundaries for other zones set forth in Title 17 and prior decisions of the city regarding the actual boundaries of properties within city land use zones.

B. Should a provision of this Chapter 17.53 conflict with any other provisions of Title 17 of the Rocklin Municipal Code, or any other city resolutions, ordinances, or regulations of the city, this chapter shall control.

17.53.040 – Allowed Uses

A. Residential Minimum Density Overlay – Residential, 24+ (RMDO-R24+)

1. Allowed uses shall be as regulated by Chapter 17.40 (R-3 Zone).

B. Residential Minimum Density Overlay – Mixed Use, 24+ (RMDO-MU24+)

1. Allowed residential uses shall be as regulated by Chapter 17.40 (R-3 Zone).
2. Allowed nonresidential uses shall be as regulated by the underlying zoning district.

C. Residential Minimum Density Overlay – Mixed Use, 10+ (RMDO-MU10+)

1. Allowed residential uses shall be as regulated by Chapter 17.40 (R-3 Zone).
2. Allowed nonresidential uses shall be as regulated by the underlying zoning district.

17.53.050 – Density

A. The density of a parcel within the RMDO Zone shall be annotated and defined as follows:

1. Residential Minimum Density Overlay – Residential, 24+ (RMDO-R24+) - minimum density of 24 dwelling units per acre.

2. Residential Minimum Density Overlay – Mixed Use, 24+ (RMDO-MU24+) - if developed as residential, minimum density of 24 dwelling units per acre. If developed as nonresidential, allowed uses and requirements would default to the underlying zoning district, as specified below.

3. Residential Minimum Density Overlay – Mixed Use, 10+ (RMDO-MU10+) - if developed as residential, minimum density of 10 dwelling units per acre. If developed as nonresidential, allowed uses and requirements would default to the underlying zoning district, as specified below.

17.53.060 – Development Standards

A. The development standards for the RMDO-R24+ overlay zone designation shall be as follows:

	RMDO-R24+
Minimum units per gross acre	24
Maximum units per gross acre	N/A
Maximum lot coverage	60%
Maximum building height	
Principle Building	50 feet
Accessory Building	14 feet
Setbacks	
Front	Not less than 20 feet
Rear	Not less than 15 feet
Interior Side	Not less than 10 feet
Street Side	Not less than 15 feet
All development standards, including setbacks and height requirements, may be modified subject to justifications provided and accepted as part of a Design Review approval.	

B. The development standards for non-residential development in the RMDO-MU24+ overlay zone shall be consistent with the uses and standards of the underlying zoning district.

C. The development standards for residential development in the RMDO-MU24+ overlay zone shall be as follows:

	RMDO-MU24+
Minimum units per gross acre	24
Maximum units per gross acre	N/A
Maximum lot coverage	60%
Maximum building height	
Principle Building	50 feet
Accessory Building	14 feet
Setbacks	
Front	Not less than 20 feet
Rear	Not less than 15 feet
Interior Side	Not less than 10 feet
Street Side	Not less than 15 feet
All development standards, including setbacks and height requirements, may be modified subject to justifications provided and accepted as part of a Design Review approval.	

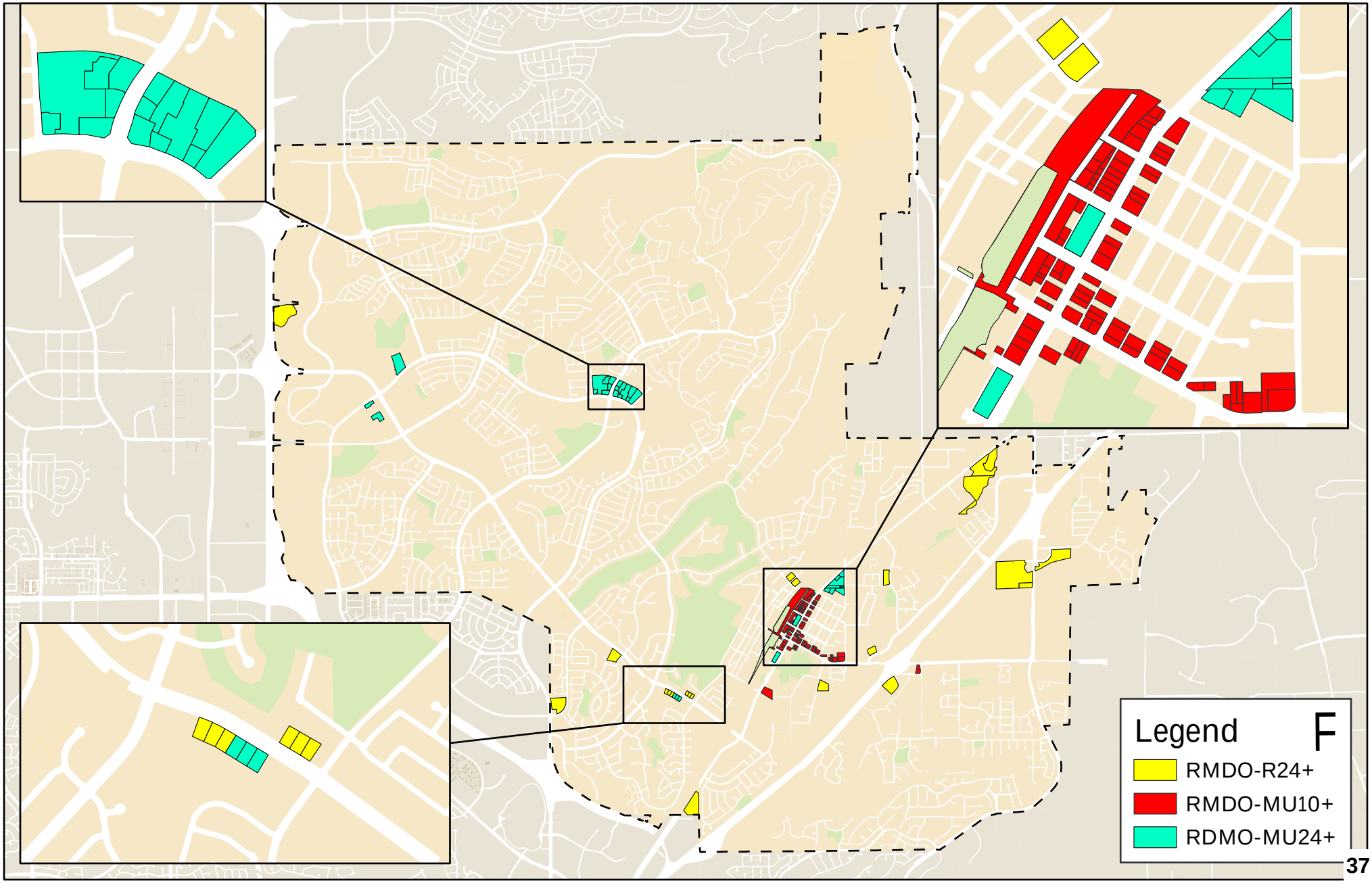
D. The development standards for non-residential development in the RMDO-MU10+ overlay zone designation shall be consistent with the uses and standards of the underlying zoning district.

E. The development standards for residential development in the RMDO-MU10+ overlay zone shall be as follows:

	RMDO-MU10+
Minimum units per gross acre	10
Maximum units per gross acre	N/A
Maximum lot coverage	60%
Maximum building height	
Principle Building	50 feet
Accessory Building	14 feet
Setbacks	
Front	Not less than 20 feet
Rear	Not less than 15 feet
Interior Side	Not less than 10 feet
Street Side	Not less than 15 feet
All development standards, including setbacks and height requirements, may be modified subject to justifications provided and accepted as part of a Design Review approval.	

EXHIBIT B

Residential Minimum Density Overlay Zone Map



ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Sierra College Land Transfer Agreement - Amendment No. 1

Date: January 14, 2025

Submitted By: Elizabeth Sorg, Management Analyst
Andrew Keys, Assistant City Manager

Department: City Manager's Office

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Authorizing the City Manager to Execute Amendment No. 1 to the City-College Agreement with Sierra College Joint Community College District for the Transfer of Fee Title for Two Properties.

Background:
On August 22, 2023, the City Council approved a Land Transfer Agreement between the Sierra Joint Community College District (Sierra College) and the City for two parcels (Resolution No. 2023-128). The first parcel (open space parcel) is APN 045-450-027, adjacent to Ambassador Drive and Schatz Lane, south of Rocklin Road and west of Sierra College Boulevard. The second parcel (fire station parcel) is part of APN 045-150-050, north of the parking lot on the corner of Sierra College Boulevard and Stadium Entrance Road.

The City is in the process of designing the fourth fire station on the fire station parcel. In fall of this year, the architect made the City aware of grading concerns on the parcel that would require retaining walls on the southern boundary of the parcel. However, these concerns could be mitigated if the size of the fire station parcel was increased. After conversations with Sierra College, the City proposed amendments to the original Land Transfer Agreement that would clean up language in the original agreement and increase the parcel size not to exceed 2.3 acres. Other changes to the Agreement include:
(1) requiring the City to replace a portion of the College's track if it will be disturbed by the Fire Station grading or construction;
(2) clarifying City's responsibility to comply with CEQA before accepting the parcels; and
(3) other minor, non-substantive changes.

At the December 17, 2024 Sierra College Board of Trustees meeting, the Board approved Amendment No. 1.

Staff recommends that the City Council adopt the attached Resolution (Attachment 1) authorizing the City Manager to execute Amendment No. 1 to the Land Transfer Agreement between Sierra College and the City of Rocklin.

Fiscal Impact:
There is no fiscal impact to the staff recommendation.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Amendment No. 1 to City-College Agreement
3. City-College Agreement Executed August 31, 2023

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE CITY-COLLEGE AGREEMENT WITH THE SIERRA COLLEGE JOINT COMMUNITY COLLEGE DISTRICT FOR THE TRANSFER OF FEE TITLE FOR TWO PROPERTIES

WHEREAS, the City of Rocklin wishes to construct a fourth fire station in east Rocklin; and

WHEREAS, the Sierra Joint Community College District ("College") owns a suitable parcel for the construction of a new fire station in east Rocklin; and

WHEREAS, the City and College executed the City-College Agreement ("Agreement") on August 31, 2023, which allows for the transfer of two parcels fee title from the College to the City; and

WHEREAS, under the Agreement, one of the properties that the College agreed to transfer to the City was to be used as a fire station and would not exceed two (2) acres in size and the Parties have identified a need to enlarge the size of the Property from 2 acres to 2.3 acres to meet the needs of the City ("Fire Station Property"); and

WHEREAS, the City and College acknowledge the Fire Station Property could have impacts on the college's existing cross-country track, and the Parties desire to amend the Agreement to address these changed conditions; and

WHEREAS, the Parties desire to clarify City's responsibilities for complying with the California Environmental Quality Act before acquiring the two parcels and to make some other non-substantive changes to the Agreement; and

WHEREAS, the Sierra Joint Community College District Board of Trustees approved Amendment No. 1 to the Agreement on December 17, 2024.

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 authorizes the City Manager to execute the Amendment No. 1 attached as Exhibit A to this Resolution.

PASSED AND ADOPTED this 14th day of January, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

AMENDMENT NO. 1
TO CITY-COLLEGE AGREEMENT BETWEEN
THE CITY OF ROCKLIN AND SIERRA JOINT COMMUNITY COLLEGE DISTRICT

This Amendment is entered into on _____, by and between the City of Rocklin, a municipal corporation ("City") and the Sierra Joint Community College District ("College") who agree as follows:

RECITALS

WHEREAS, the City and College entered into a City-College Agreement dated August 31, 2023, whereby the College would transfer fee title to two properties to the City (hereafter "Agreement"); and

WHEREAS, subject to unanimous approval by the College's governing board, Education Code section 81530 et seq. permits the College to grant all or any of its interest in real property to the City upon terms and conditions agreed to by the parties without complying with other provisions of the Education Code; and

WHEREAS, under the Agreement, one of the properties that the College agreed to transfer to the City was to be used as a fire station and would not exceed two (2) acres in size and the Parties have identified a need to enlarge the size of the Property from 2 acres to 2.3 acres to meet the needs of the City ("Fire Station Property"); and

WHEREAS, the City and College agree to remove the language requiring the Fire Station parcel to be annexed into CFD 1 and CFD 5; and

WHEREAS, the City and College acknowledge the Fire Station Property could have impacts on the college's existing cross-country track; and.

WHEREAS, the Parties desire to amend the Agreement to address these changed conditions.

AGREEMENT

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

1. Section 2 of the Agreement shall be amended to read as follows:

"Conservation Property-Transfer of Fee Title. The College shall transfer fee title to the Conservation Property to the City consistent with the terms of this Agreement. Until such time as the transfer is made, the College will continue to maintain the property per the Conservation Easement."

2. Section 3 of the Agreement shall be amended to read as follows:

"Fire Station Property – Transfer of Fee Title. College and City shall use commercially reasonable efforts within two (2) years after the Effective Date to agree upon the size and configuration of the Fire Station Property. The Fire Station Property shall not

exceed two point three (2.3) acres in size. If the development of the Fire Station Property is to encroach on the College's existing cross-country track, the City agrees to replace the portion of the track disrupted by development to a condition consistent with California Community College Athletic Association standards and subject to College's written approval, which shall not be unreasonably withheld. City, at its sole cost and expense, shall hire a surveyor to establish the metes and bound description (the "Legal Description") of the Fire Station Property to be conveyed to the City. Once the Legal Description of the Fire Station Property has been agreed upon by the Parties, and the other conditions provided herein have been satisfied, including the approval of the Properties as surplus land and the City's compliance with the California Environmental Quality Act for the acquisition of the properties, College shall transfer and City shall accept fee title to the Fire Station Property. The College, as a public entity, is exempt from the Subdivision Map Act which permits the College to convey a portion of its real property without filing a parcel map with the City. College shall create the grant deed to the Fire Station Property as required by law incorporating the Legal Description of the Fire Station Property to be conveyed to the City to effectuate its transfer to the City.

3. Section 34 shall be added to the Agreement as follows:

34. City's Compliance with the California Environmental Quality Act ("CEQA") as a Condition of Acceptance. Prior to acceptance of the Fire Station Property and the Conservation Property, City shall complete all necessary environmental review required under CEQA for the acquisition.

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

Executed as of the date first written above.

COLLEGE

By: _____
William H. Duncan, IV
Superintendent/President

CITY

By: _____
Aly Zimmermann, City Manager

APPROVED AS TO FORM:

By: _____
Crystal Hodgson,
Assistant City Attorney

ATTEST:

By: _____
Avinta Singh, City Clerk

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City-College Agreement
(Fire Station and Conservation Properties)

This Agreement (**"Agreement"**) is entered into on this ___ day of 8/31/2023 | 3:27 PM PDT, 2023, by and between the City of Rocklin, a municipal corporation (**"City"**) and Sierra Joint Community College District (**"College"**). This Agreement refers to the City and the College collectively as the "Parties" and singularly as a "Party".

Recitals

A. This Agreement is intended to further the cooperative partnership between the College and the City. The College owns land that is not contiguous to the College, upon which the City holds a conservation easement, which is not usable by the College for its purposes. The City is in need of a fire station site east of Interstate 80 in the City, and the College has a 1+ acre parcel of land that could satisfy the City's need.

B. More specifically, the College owns real property located in the City totaling approximately 3.5± acres designated as Assessor's Parcel Number 045-450-027, the location of which is shown on Exhibit A attached hereto and incorporated herein by reference (**"Conservation Property"**). The Conservation Property is subject to an open space and conservation easement granted to the City by Cresleigh Homes as part of its Cresleigh Sierra project in May 1995, a copy of which is attached hereto as Exhibit B, and incorporated herein by reference (**"Conservation Easement"**). The College desires to transfer fee title to the Conservation Property to the City, subject to the terms and conditions of this Agreement, and the City desires to accept fee title pursuant to the terms and conditions of this Agreement.

C. Again, more specifically, the City desires to build a fire station in the City on the east side of Interstate 80 and the College owns an unutilized property on its campus which is well situated to serve as a fire station site. A rough depiction of the fire station site, the actual size and configuration of which is to be agreed upon by the Parties, is attached hereto as Exhibit C (**"Fire Station Property"**). The City desires to build a fire station on the Fire Station Property. The College agrees to transfer and the City agrees to accept fee title to the Fire Station Property pursuant to the terms and conditions of this Agreement. The Conservation Property and the Fire Station Property are sometimes hereinafter referred to individually a **"Property,"** and collectively as the **"Properties."**

D. The City provides municipal and community facilities and services, including, public safety facilities and services, to City residents, businesses and institutions, one of which is the College.

E. In support of its educational mission, the Sierra College Board of Trustees has the authority to declare certain of its properties "surplus." At such time as the City is prepared to move forward with the funding and construction of the fire station on the Fire

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Station Property, the College will complete all requirements in the Education and Government Codes with respect to the disposition of surplus property, to the extent applicable to the Conservation Property and Fire Station Property.

F. The relationship between the City and the College is of primary importance to the Parties, and both desire that this Agreement represent a renewed level of engagement and collaboration between the Parties.

Now, therefore, the Parties agree as follows:

Agreement

1. Term/Transfer. The term of this Agreement shall be five (5) years after the date upon which the last Party hereto executes this Agreement (**"Effective Date"**). The date upon which the City accepts fee title to the Properties is referred to herein as the **"Transfer Date."**

2. Conservation Property-Transfer of Fee Title. The College shall transfer fee title to the Conservation Property to the City consistent with the terms of this Agreement. Prior to the Transfer Date, the Conservation Property shall be annexed into the City's Community Facilities Districts One (**"CFD-1"**) and Five (**"CFD-5"**), without protest, by which College Park Parcels shall thereafter pay their respective fair shares for the annual maintenance of the Conservation Property. As used herein, the term **"College Park Parcels"** shall mean those parcels of property which are paying assessments under CFD-1 and/or CFD-5. Until such time as the transfer is made, the College will continue to maintain the property per the Conservation Easement, and CFD-1 and/or CFD-5 will assume all responsibility thereafter.

3. Fire Station Property – Transfer of Fee Title. College and City shall use commercially reasonable efforts within two (2) years after the Effective Date to agree upon the size and configuration of the Fire Station Property. The Fire Station Property shall not exceed two (2) acres in size. Once a metes and bounds description of the Fire Station Property has been agreed upon, and the other conditions provided herein have been satisfied, including the approval of the Properties as surplus land, College shall transfer and City shall accept fee title to the Fire Station Property. The College, as a public entity, is exempt from the Subdivision Map Act and shall create the grant deed to the Fire Station Property as required by law to effectuate its transfer to the City. Prior to the Transfer Date, the Fire Station Property shall be annexed without protest into CFD-1 and CFD-5.

4. Transfers of Conservation Property and Fire Station Property – Condition Precedent. This Agreement shall not obligate City to accept fee title to either the Fire Station Property or the Conservation Property. City may reject acceptance of fee title for either of the Properties for any reason and shall not be considered in breach of this Agreement if such a rejection occurs; provided, however, this Agreement involves the transfer of both the Conservation Property and the Fire Station Property to the City, and,

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unless otherwise agreed in writing by the Parties, both Properties must be transferred to the City at the same time. Therefore, the rejection of one of the Properties by the City shall be a rejection of both Properties and this Agreement shall terminate. If, after the transfer of the Fire Station Property to the City, the City elects not to build a fire station thereon within five (5) years after the Transfer Date, the Fire Station Property shall be deeded (donated) back to the College at no cost (which provision shall be included in the Grant Deed for the Fire Station Property).

5. Legal Boundaries and Encroachments. Prior to the Transfer Date, City may, by survey or otherwise, verify the legal boundaries of each Property and confirm that there are no encroachments onto either Property by neighboring property owners.

6. Surplus Lands. On or before the time that the City is prepared to construct the fire station on the Fire Station Property, College shall instigate the surplus lands process for both Properties and use its best efforts to timely process the approval, which approval shall be a condition to the College transferring the Properties to the City.

7. Approval of Title. No later than ten (10) days after the Effective Date, the College shall provide to the City a Preliminary Report issued by Placer Title Company (Tracy Murphy, Roseville office) with respect to the Conservation Property. At such time as the City and the College have agreed upon a metes and bounds description for the Fire Station Property, the College shall order a proforma Preliminary Report from Placer Title Company and deliver it to the City upon receipt. The City shall determine if it desires to obtain a policy of title insurance on either property at its expense upon transfer of the Properties to the City.

8. Hazardous Materials, Non-Native Species, Trash & Debris. The College is not aware of any Hazardous Materials in or on the Conservation Property or in or on the Fire Station Property. Prior to the transfer of the Conservation Property and the Fire Station Property, College will obtain a Phase 1 Environmental Site Assessment (**"Phase 1"**) assessment for each of the Properties in its name and in the name of the City, the cost of which shall be shared by the College and the City. To the extent that there are Hazardous Materials on either Property, the College shall, prior to the transfer and if commercially feasible, perform the remedial work to obtain a no further action letter from the County of Placer or other governing agency. The College shall also remove non-native invasive species and clean up all trash and debris from the Properties prior to transfer of the Properties to the City. If the cost of the work to remedy the Hazardous Materials and/or remove the non-native species is not commercially feasible in the College's opinion, the College may terminate this Agreement. When such work, if any, is completed and the transfer has occurred, the City shall accept the Conservation Property and the Fire Station Property in their as-is, where-is, present condition. "Hazardous Materials," as used herein, shall mean any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" under applicable federal, state and local laws, ordinances and regulations.

9. Natural Hazards Disclosure Statement. No later than ten (10) days after the Effective Date, College shall deliver to City a Natural Hazards Disclosure Statement for the Property (the **"NHDS"**). City shall approve the NHDS and return a signed copy thereof to College. City acknowledges and agrees that nothing contained in the NHDS shall release City from its obligation to fully investigate the condition of the Real Property, including, without limitation, whether the Real Property is located in any natural hazard areas and that City has the expertise to perform such investigations and will have had the opportunity to do so under the terms of this Agreement. City further acknowledges and agrees that the matters set forth in the NHDS may change on or prior to the Transfer Date and that College has no obligation to update, modify, or supplement the NHDS. The provisions of the NHDS, if any, shall in no way be deemed or construed to limit the "AS-IS, WHERE-IS" nature of this Agreement.

10. "AS IS" Purchase. City is purchasing the Property "AS IS", "WHERE IS" and "WITH ALL FAULTS", and with all defects, and, unless otherwise expressly provided in this Agreement, neither College nor any employee or agent of College has made or will make, either expressly or impliedly, any representations, guaranties, promises, statements, assurances or warranties of any kind concerning any of the following matters (collectively referred to herein as **"Property Conditions"**): (i) the suitability or condition of the Property for any purpose or its fitness for any particular use, (ii) the profitability and/or feasibility of owning, developing, operating and/or improving the Property, (iii) the physical condition of the Property, (iv) the revenues, income, costs or expenses thereof, (v) the net or gross acreage, usable or unusable, contained therein, (vi) the zoning of the Property, (vii) the condition of title, (viii) the compliance of the Property with applicable zoning or building laws, codes or ordinances, or other laws, rules and regulations, (ix) water or utility availability or use restrictions, (x) geologic/seismic conditions, soil and terrain stability, or drainage, (xi) sewer, septic, and well systems and components, (xii) other Property Conditions, including, fire protection, noise or odor from any sources, landfills, proposed future developments, or other conditions or influences which may be significant to certain individuals, or (xiii) any other past, present or future matter relating to the Property which may affect the Properties or its current or future use, habitability, value or desirability. City is strongly encouraged to conduct its own inspection and investigation of the Property Conditions referred to above and is further encouraged to obtain, at its expense, expert advice as to such matters from professional inspectors and others. City acknowledges that, prior to taking title to the Properties, City will have had full opportunity and adequate time to inspect and investigate such Property Conditions to its own satisfaction or cause such an inspection and investigation by experts engaged by City. City represents to College that it is relying solely upon such inspection and investigation in connection with its acceptance of title to the Properties and not upon any express or implied representations, guaranties, promises, statements, assurances or warranties of College or any of College's employees or agents as to such Property Conditions, except as expressly provided in this Agreement. City also understands and agrees that, except as provided in this Agreement, City is accepting title to the Properties without any obligation on the part of College to

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make any repairs, changes or alterations with respect to the Properties or any of the Property Conditions.

Upon acceptance of the Properties on the Transfer Date, City and its officers, officials, managers, representatives, agents, employees, affiliates, partners, successors and assigns, do hereby agree that they are fully and forever waiving, releasing and discharging College from any and all claims, rights, remedies and causes of action of any nature or sort, known or unknown, past, present and future, which City may have which arise out of or relate in any way to any liability or responsibility for the Property Conditions or, for any investigation, cleanup or remediation of any Hazardous Materials in, on, under or about the Property, including, without limitation, any liability or responsibility for cleanup or remediation arising out of, relating to or under any of the matters, liabilities, laws, events and/or items described in the preceding paragraph. City agrees that this release is fully effective regardless of any present lack of knowledge on the part of any party as to any possible claim or any facts or circumstances pertaining to this matter. Without limiting the foregoing provisions, this release is also intended to prevent City from cross-complaining against College in the event that, after accepting title to the Properties, Property Conditions or Hazardous Materials are discovered which were not introduced in, on, under or about the Property by College or were not known by College to exist as of the Transfer Date, and an action is brought by a governmental agency against City. City expressly waives the benefits and provisions of Section 1542 of the Civil Code of the State of California, and any similar law of any state or territory of the United States or other jurisdiction. Civil Code Section 1542 provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

Initials of City: MZ

11. Subsequent Disclosures. In the event that City, prior to the Transfer Date, becomes aware, from College or otherwise, of any inaccuracy or omission in the disclosures, information, or representations previously provided to City by College or its consultants or agents, which will have a material, adverse impact on City, the Properties or the intended use of the Properties, City, as its sole option and remedy, may either (i) terminate this transaction, thereby waiving any claims or actions that City may have against College as a result of such inaccuracy or omission, or (ii) proceed with the acceptance of title hereunder, thereby waiving any rights that City may have against College as a result of such inaccuracy or omission. City agrees that, under no circumstances, shall City be entitled to accept title to the Properties hereunder and then

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bring any claim or action against College for rescission, damages or any other cause of action as a result of such inaccuracy or omission which was discovered prior to the Transfer Date.

12. Notices. All notices that are required to be given by one Party to the other under this Agreement shall be in writing and shall be deemed received when actually delivered personally or actually delivered in a properly addressed envelope by registered or certified USPS mail addressed to the Parties at the following addresses:

City: City Manager
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

Copy to: City Attorney
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677
Email: LegalNotices@rocklin.ca.us

College: William H. Duncan IV
Superintendent/President
Sierra Joint Community College District
5100 Sierra College Boulevard
Rocklin, CA 95677

13. No Partnership, Joint Venture or Other Association. It is understood and agreed by the Parties that the terms and conditions of this Agreement do not constitute the creation of nor commitment to the formation of a partnership, joint-venture or other association of any kind.

14. Enforceability. The Parties agree that unless this Agreement is amended or canceled pursuant to the provisions of this Agreement, this Agreement shall be enforceable by either Party.

15. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties. No other person or entity other than the Parties shall have any right of action based upon any provision in this Agreement.

16. Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to

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be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

17. Conflict. In case of conflict, the more specific provision of this Agreement shall control.

18. Compliance With All Laws. Prior to transfer of the Conservation Property and Fire Station Property, the College shall at its own cost and expense continue to comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted, with respect to the Properties. After the Transfer Date, the City shall comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted, with respect to the Properties. The College is not responsible for any or alteration or improvement to the Conservation Property or the Fire Station Property after the Transfer Date.

19. Further Actions and Instruments. Each Party shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of any Party at any time, the other Party or shall promptly execute, file or record any required instruments and writings reasonably necessary to evidence or consummate the transactions contemplated by this Agreement, and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

20. Covenant of Good Faith and Fair Dealing. No Party shall do anything which shall have the effect of harming or injuring the right of the other Party to receive the benefits of this Agreement. Each Party shall refrain from doing anything which would render its performance under this Agreement impossible, and each Party shall do everything which this Agreement contemplates that such Party shall do to accomplish the objectives and purposes of this Agreement. Whenever the consent or approval of any Party is required or necessary under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

21. No Waiver. No delay or omission by a Party in exercising any right or power accruing upon and non-compliance or failure to perform by another Party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any Party of any of the covenants or conditions to be performed by another Party shall not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions hereof.

22. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Agreement shall be brought and maintained in Placer County, California, regardless

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of where else venue may lie. The Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

23. Survival. Any provision contained in this Agreement, which, by the common interpretation of the language in this Agreement, is intended to be performed after the Transfer Date, or is intended to provide an obligation or a restriction after the Transfer Date, shall survive the Transfer Date or the termination of this Agreement.

24. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

25. Entire Agreement and Amendment. This Agreement, together with the documents incorporated by reference and the exhibits, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by College and City.

26. Successors. Subject to the provisions of this Agreement, each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns, and personal representatives of the respective Parties.

27. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

28. Headings. The captions of the various sections of this Agreement are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

29. Exhibits. All exhibits to which reference is made in this Agreement are incorporated by reference. Any reference to "this Agreement" includes matters incorporated by reference.

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

31. Laws. It shall be the obligation of the City and the College to comply with all laws, statutes, rules, and regulations including, but not limited to, State of California labor laws, rules and regulations and the Parties agree that the neither Party shall be liable for any violation by the other Party (or its agents, or any entity or person affiliated with either the City or College) thereof.

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32. No Damages. The Parties acknowledge that neither City nor College would enter into this Agreement if it were to be liable for damages (including, but not limited to, actual damages, economic damages, consequential damages, lost profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use) under, or relating to, this Agreement or any of the matters referred to in this Agreement, including, without limitation, any and all plans, permits, licenses or regulatory approvals, and CEQA documents. Accordingly, the City and College covenant and agree on behalf of themselves and their successors and assigns, not to sue the other Party (either in its capacity as a Party in this Agreement or in its capacity as the City or as the College) for damages (including, but not limited to, actual damages, economic damages, consequential damages, lost profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use) or monetary relief for any breach of this Agreement by the City or College, or for any dispute, controversy, or issue between the City and the College arising out of or connected with this Agreement or any of the matters referred to in this Agreement, including, without limitation, any and all plans, permits, licenses or regulatory approvals, CEQA documents, or any future amendments or enactments thereto, the Parties agreeing that declaratory relief, injunctive relief, mandate and specific performance shall be the Party's sole and exclusive judicial remedies.

In the event of that this Agreement is terminated due to the default of a Party, the defaulting Party waives its right to seek or claim any damages whatsoever (other than attorney's fees and costs awarded by a court), including, but not limited to consequential, special, punitive or similar damages.

33. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

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Signature Page

CITY OF ROCKLIN

DocuSigned by:
By: Ally Zimmermann
66D99BDD198445B...

Name: Alexandra Zimmermann

Title: City Manager

Date: 8/31/2023 | 3:27 PM PDT

DocuSigned by:
By: Daniel Cucchi
5553D9734517413...

Name: Dan Cucchi

Title: Interim City Attorney

Date: 8/31/2023 | 7:10 AM PDT

SIERRA JOINT COMMUNITY COLLEGE DISTRICT

DocuSigned by:
By: William H. Duncan. IV
C4086D3909224A3...

Name: William H. Duncan, IV

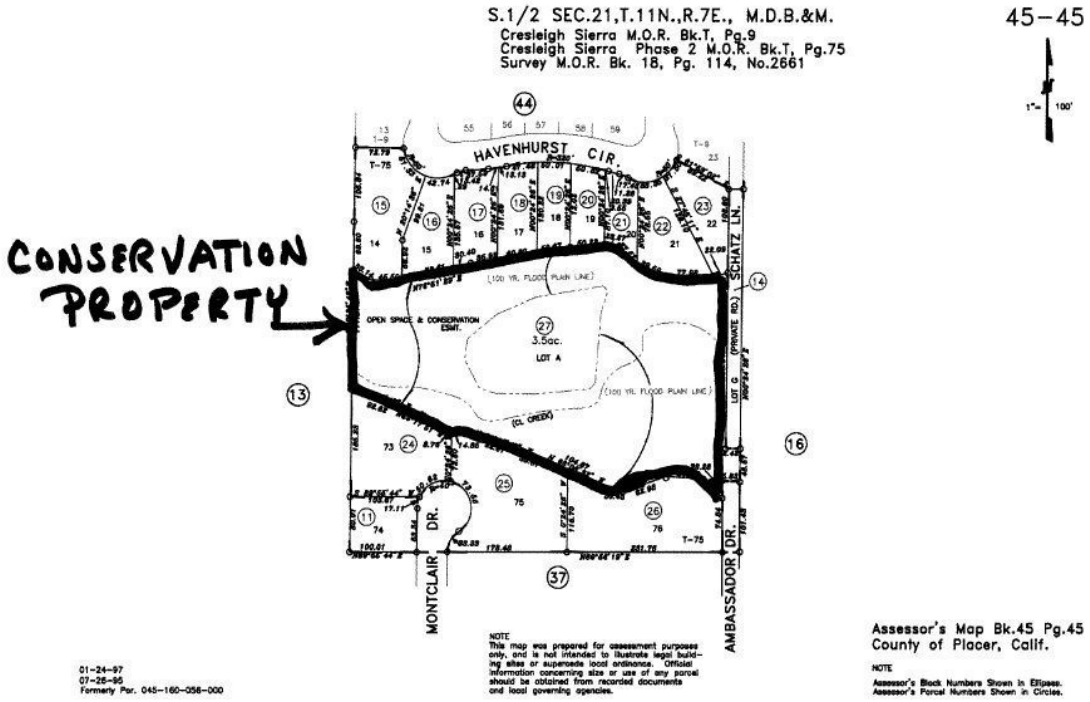
Title: Superintendent/President

Date: 8/31/2023 | 9:03 AM PDT

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EXHIBIT A

LOCATION OF CONSERVATION PROPERTY



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EXHIBIT B

CONSERVATION EASEMENT

95-025916
Recorded
Official Records
County of
Placer
Jim McCauley
Recorder
3:40pm 19-May-95

Rec Fee 35.00
Check 35.00

60 8

4-9587

Recording Requested by
and Return to:

City Clerk
City of Rocklin
P.O. Box 1380
Rocklin, CA 95677

GRANT OF OPEN SPACE AND
CONSERVATION EASEMENT WITH COVENANTS
(ARCHEOLOGICAL PRESERVATION)
CRESLEIGH SIERRA

1. Cresleigh Homes Corporation ("Grantor"), hereby grants to the City of Rocklin, a municipal corporation, ("Grantee"), a perpetual open space and conservation easement, in that certain real property situated in the City of Rocklin, County of Placer, State of California, as shown and described in Exhibit A, attached hereto and incorporated by reference herein ("Open Space Property"). This open space easement is given pursuant to Chapter 6.6 (commencing with section 51070) of Part 1, Division 1, Title 5 of the California Government Code.

2. Grantor and Grantee recognize that the Open Space Property has significant archeological and historic value and that this value will add to the public's enjoyment of and awareness for the need to preserve these amenities while living in an urbanized area. The purpose of this open space easement is to keep the Open Space Property in a condition that preserves its significant archeological and historic features to as much of an extent as reasonably possible for the enjoyment and benefit of the public. In order that the Open Space Property be so kept, Grantor shall not:

a. Place, erect, construct, or maintain any improvement on the Open Space Property, including but not limited to fencing, except N/A;

Page 1 of Exhibit A
to Reso. No. 95-114

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b. Cut, remove or otherwise disturb trees, shrubs, or other natural growth found on the Open Space Property, except as may be required for fire prevention, elimination of diseased growth, or similar preventative measures in a manner compatible with the purposes of this easement. Grantor shall not plant any trees, shrubs, or other vegetation upon the Open Space Property, except as provided for in paragraph 3.c. of this easement;

c. Enter upon the surface to mine, extract or otherwise remove any archaeological or natural resource found or located in the Open Space Property, or excavate, grade, remove or otherwise disturb any existing sand, soil, rock, gravel or other material found or located in the Open Space Property;

d. Use any portion of the Open Space Property as a dump site, parking lot, storage area or any other use which is inconsistent with the stated purposes, terms, conditions, restrictions and covenants of this easement, or the findings of the City Council of the City of Rocklin relative to the Open Space Property pursuant to Government Code section 51080;

e. Operate or permit the operation on the Open Space Property of any motor driven or powered vehicle, except as may be required for fire prevention, elimination of diseased growth or similar preventive measures; and

f. Permit any advertising of any kind to be located on any portion of the Open Space Property.

3. Grantor hereby reserves to itself, its successors in interest and assigns, the right to use the Open Space Property in any manner which is consistent with the purposes and terms of this easement and with existing zoning and other laws, rules and regulations of the State of California and the City of Rocklin. The rights so reserved include, but are not limited to the following:

a. The right to maintain all existing landscaping and terrain in its present condition;

b. The right to exclude members of the public from trespassing upon the Open Space Property; except N/A;

c. The right to cover the site with soil and landscaping subject to the prior approval of the Rocklin Community Development Director, who shall require Grantor to utilize grading, fill and planting methods compatible with preserving the Open Space Property.

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4. Grantor hereby grants Grantee, its successors and assigns, the right, but not the obligation, to enter the Open Space Property during the term of this easement for the purposes of removing anything or prohibiting any activity which is contrary to the stated purposes, terms, conditions, restrictions or covenants contained in this easement, or which will or may destroy the unique physical characteristics of the Open Space Property.

5. Grantor hereby waives for himself, his successors in interest and assigns, all reimbursement or compensation for any improvements presently located within the Open Space Property which may be damaged or destroyed by Grantee, its agents or employees, in carrying out any of the rights granted by this easement. In addition to the rights granted elsewhere herein, such rights include the right, but not the obligation, to make inspections of the Open Space Property and to maintain the Open Space Property for fire and flood prevention, fire fighting, flood abatement and rodent and/or pest extermination.

6. The granting of this easement and its acceptance by the City of Rocklin does not authorize and is not intended to authorize the public to use any portion of the Open Space Property.

7. The sole purpose of this easement is to restrict the uses to which the Grantor may put the Open Space Property thereby preserving its topographic features.

8. This easement shall not be abandoned, and the terms hereof shall not be amended or rescinded as to any portion of the Open Space Property without the prior written consent of Grantee and full compliance with sections 51093 and 51094 of the Government Code.

9. Each of the terms and provisions contained herein is a covenant intended for the benefit of the public and constitutes an enforceable restriction pursuant to the provisions of section 8 Article XIII of the California Constitution and Chapter 6.6 (commencing with section 51070) of Part 1, Division 1, Title 5 of the Government Code, and shall be binding on the heirs, successors in interest and assigns of the Grantor, and each and all of them, and shall run with the land. Each of the stated purposes, terms, conditions, restrictions, and covenants may be specifically enforced or enjoined by proceedings in the Superior Court of the State of California.

Page 3 of Exhibit A
to Reso. No. 95-114

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10. In any legal proceeding between the Grantor and Grantee to enforce any of the rights or obligations of the parties herein or any of the terms contained herein the prevailing party shall be entitled to recover reasonable attorneys' fees, including those incurred on appeal, if any.

DATED: 4/25/95

GRANTOR:

Thomas Wong
Vice President
Cresleigh Homes Corporation

Page 4 of Exhibit A
to Reso. No. 95-114

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STATE OF California }
COUNTY OF San Francisco }ss.
}

On 4/25/95 before me, Dewi Tjandra, Notary Public,
personally appeared THOMAS WONG, personally
known to me (or 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.

WITNESS my hand and official seal.

Signature Dewi Tjandra

DEWI TJANDRA
Comm. # 997637
NOTARY PUBLIC - CALIFORNIA
City and County of San Francisco
My Comm. Expires June 20, 1997

(This area for official notarial seal)

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March 15, 1995

EXHIBIT "A"

OPEN SPACE EASEMENT
(ARCHAEOLOGICAL PRESERVATION)

AREA NO. 1

All those portions of Lots 52 and 53 as said lots are shown and so designated on the plat of "Creslaigh Sierra" filed in Book I of Maps, Page 9, Placer County Records, described as follows:

BEGINNING at a point on the Westerly line of said Lot 52 from which the Northwesterly corner of said Lot 52 bears North 00°35'48" East 12.50 feet; thence, from said point of beginning, South 89°24'12" East 12.00 feet; thence, South 00°35'48" West 25.50 feet; thence, North 89°24'12" West 20.00 feet; thence, North 00°35'48" East 25.50 feet; thence, South 89°24'12" East 8.00 feet to the point of beginning.

AREA NO. 2

All that portion of Lot 43 as said lot is shown and so designated on said aforementioned plat of "Creslaigh Sierra," described as follows:

A circle having a radius of 2.50 feet, the center of said circle being distant South 89°43'00" East 38.35 feet and North 00°17'00" East 2.64 feet from the Southwesterly corner of said Lot 43.

Page 1 of Exhibit A
to Grant of Open Space and
Conservation Easement
Reso. No. 95-114

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RESOLUTION NO. 95-114

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF ROCKLIN ACCEPTING GRANT OF OPEN
SPACE AND CONSERVATION EASEMENT WITH COVENANTS
(ARCHEOLOGICAL PRESERVATION)
CRESLEIGH SIERRA

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council of the City of Rocklin finds as follows:

A. Approval of the tentative subdivision map for Cresleigh Sierra (SD-91-08) was conditioned on, among other things, dedication of open space and conservation easements over portions of the real property included in the tentative map, which real property is shown and described in Exhibit A attached hereto and by this reference incorporated herein;

B. The subdivider wishes to file for record a final subdivision map for Cresleigh Sierra and wishes to satisfy the above described condition by offering to grant to the City of Rocklin an open space and conservation easement with convenants in the form attached hereto as Exhibit A;

C. Preservation of the land as open space is consistent with the Rocklin General Plan; and

D. The preservation of land as open space is in the best interest of the City of Rocklin in that

1. The land is essentially unimproved, and if retained in its natural state, it has scenic value to the public and is valuable as a watershed and wildlife preserve;

2. The land, if retained as open space, will add to the amenities of living in the neighboring urbanized areas;

3. The instrument conveying the open space conservation easement to the City of Rocklin contains appropriate convenants to ensure that the public interest will be served in these ways.

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Section 2. The City Council of the City of Rocklin accepts the grant of open space and conservation easement with covenants in the form attached as Exhibit A and by this reference incorporated herein.

Section 3. The City Clerk is directed to record the easement in the office of the Placer County Recorder.

PASSED AND ADOPTED this 9th day May, 1995, by the following roll call vote:

AYES:	Councilmembers:	Dominguez, Magnuson, Huson, Yorde, Lund
NOES:	Councilmembers:	None
ABSENT:	Councilmembers:	None
ABSTAIN:	Councilmembers:	None

Mayor

ATTEST:

City Clerk

E:\clerk\reso\ENG033\lm
OSEARCH
070991

The foregoing instrument is a correct copy of the original document on file in this office.

Attest _____
City Clerk, City of Rocklin

Page 2 of
Reso. No. 95-114

DocuSign Envelope ID: 75AD377B-61AB-416F-900C-E1AA8B320E45

EXHIBIT C

DEPICTION OF FIRE STATION PROPERTY



ROCKLIN FIRE STATION
CONCEPT SITE PLAN – 2.0 ACRES 07/10/23

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Revisions to the City of Rocklin's Section 125 Cafeteria Plan

Date: January 14, 2025

Submitted By: Tameka Usher, Director of Administrative Services

Department: Administrative Services - Human Resources

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Adopting an Amended and Restated Section 125 Cafeteria Plan for the City of Rocklin, and Authorizing the City Manager to Execute Documents Related to the Section 125 Cafeteria Plan and Repeal Resolution No. 2024-134.

Background:
Section 125 of the Internal Revenue Code (Code) and the regulations thereunder permit the City of Rocklin (City) to implement a Cafeteria Plan (Plan) for the benefit of its employees. While the City currently has an existing Plan under this Code, staff recommends the City Council approve an amended and restated Plan Document to include:

- Additional benefit options for employees on a pre-tax basis
- Inclusion of part-time employees
- Expansion of the definition section

The recommended Plan Document (Attachment 2) also contains housekeeping items such as grammar corrections and clarification of outdated language. A redline version of the Plan Document showing all changes is included as Attachment 3.

Staff also recommends that the City Manager be authorized to enter into agreements for the provision of administrative, recordkeeping, and other ministerial services and benefits City's Cafeteria Plan, in accordance with the purchasing authority set forth in the Rocklin Municipal Code.

Fiscal Impact:
There is no fiscal impact to the staff recommendation.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit 1 - City of Rocklin Section 125 Plan Document
3. City of Rocklin Section 125 Plan Document - Redline Version

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ADOPTING AN AMENDED AND RESTATED SECTION 125 CAFETERIA PLAN FOR THE CITY OF ROCKLIN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS RELATED TO THE SECTION 125 CAFETERIA PLAN AND REPEAL RESOLUTION 2021-134

WHEREAS, Section 125 of the Internal Revenue Code ("Code") and the regulations thereunder permit the City of Rocklin to implement a Section 125 Plan ("Cafeteria Plan") for the benefit of its eligible employees; and

WHEREAS, the City of Rocklin has an existing Cafeteria Plan, and amendment and restatement of the City's Cafeteria Plan is recommended to include additional benefit options for employees on a pre-tax basis; and

WHEREAS, from time to time, it may be prudent and beneficial for the City to enter into agreements for the provision of administrative, recordkeeping, and other ministerial services and benefits for the City of Rocklin's Section 125 Cafeteria Plan, and authorizing the City Manager to execute such agreements would enhance the efficiency and efficacy of the Plan.

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

Section 1. Resolution No. 2021-134 is hereby repealed.

Section 2. The recitals set forth above are true and correct and hereby incorporated by reference.

Section 3. The amended and restated City of Rocklin Cafeteria Plan is approved and adopted as set forth in the attached Exhibit "A," incorporated herein by reference. The effective date for the amended and restated Cafeteria Plan is January 14, 2025.

Section 4. The City Manager is authorized to enter into agreements for the provision of administrative, recordkeeping, and other ministerial services and benefits for the City of Rocklin's Section 125 Cafeteria Plan, in accordance with the purchasing authority set forth in the Rocklin Municipal Code.

PASSED AND ADOPTED this 14th day of January, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk



CITY OF ROCKLIN
SECTION 125
CAFETERIA PLAN DOCUMENT

Adopted February 25, 1992
Amended and Restated, Effective January 14, 2025

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SECTION 125 CAFETERIA PLAN ADOPTION AGREEMENT

The City of Rocklin (Employer) hereby adopts the amended and restated Section 125 Cafeteria Plan for those Employees who shall qualify as Participants hereunder. The City of Rocklin hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	City of Rocklin CA
Address:	3970 Rocklin Road Rocklin, CA 95677
Employer Identification Number:	94-60000408
Nature of Business:	
Name of Plan:	City of Rocklin CA Flexible Benefit Plan
Plan Number:	501

B. EFFECTIVE DATE

Amendment and Restatement Effective Date:	January 14, 2025

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable, except as otherwise provided herein.

Length of Service:	Effective the first day the month following the hire date.
Eligibility:	Eligible employees include active employees and retired persons who receive an W-2 taxable compensation from the City. Eligibility is subject to any applicable memorandum of understanding, contract, resolution, or policy.
Minimum Hours:	All employees with 20 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.

Age: Minimum of 18.0 years of age.

D. PLAN YEAR

The Plan Year is January 1 through December 31.

E. CONTRIBUTIONS

Non-Elective Contributions

The Employer may furnish non-elective contributions for medical insurance (health/dental/vision) premiums, long-term disability insurance premiums, and life and accidental death and dismemberment (AD&D) insurance premiums, and an additional flex credit which may be used for certain benefits available in the Plan.The amount of the Employer's contribution will be set by the Employer each Plan Year in a uniform and non-discriminatory manner, in accord with collective bargaining agreements and City policy. If the Employer's contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash, except that the Participant may be eligible for a taxable cash payment due to the Employee's declination of health insurance coverage/full family health insurance coverage, in accordance with the applicable memorandum of understanding, contract, resolution, or City policy. If the employee opts out of health insurance, the Employee must provide certification of other group health insurance coverage to receive the taxable cash payment.

If the Employer's contribution amount is less than the cost of benefits elected by the Participant, the Participant is responsible for paying for the difference.

Elective Contributions (Salary Reduction)

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective employer contributions. An election for salary reduction will be made on the benefit election form.

F. AVAILABLE BENEFITS

Each of the following components, if selected by the Employer, should be considered benefits that comprise this Plan.

1. Group Medical Insurance -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy, policies, contracts and/or enrollment documents. (See Section V of the Plan Document)

   Employer contracts with CalPERS for group health insurance, and provides a direct contribution to Employees' health insurance premiums in an amount established by

memorandum of understanding, contract, resolution, or City policy. In accordance with and to the extent required by the Patient Protection and Affordable Care Act, any amendments thereto and lawful guidance published thereunder, Employer shall enroll new full-time eligible Employees in one of the group health plans offered (subject to any waiting periods and the employee's election of benefits) and continue the enrollment of current Participants in a group health plan. The Employer or Administrator shall provide adequate notice to Employees of such enrollment and the opportunity for an Employee to opt out of any coverage in which the Employee was enrolled.

Participant is responsible for payment of the difference in any monthly premium cost for the medical insurance plan and coverage level selected that exceeds the Employer's contribution (direct or flex credit).

2. Group Dental/Vision Insurance - The terms, conditions, and limitations for the Dental/ Vision Insurance will be as set forth in the applicable insurance policies, contracts, and/or enrollment documents, and are further discussed in Section VI of the Plan Document. (*See* Section VI of the Plan Document)

   Employer provides a direct contribution for Employees' dental and vision insurance coverage in an amount established by memorandum of understanding, contract, resolution, or City policy. Participant is responsible for payment of the difference in any monthly premium cost for the insurance plan and coverage level selected that exceeds the Employer's contribution (direct or flex credit).

3. Long-term Disability Insurance --The terms, conditions, and limitations for the insurance will be as set forth in the applicable insurance policy and/or enrollment documents. (See Section VII of the Plan Document)

   Employer provides a direct contribution for Employee Long-Term Disability Insurance coverage in an amount established by memorandum of understanding, contract, resolution, or City policy.

4. AD&D and Life Insurance under Section 79 of the Internal Revenue Code. The terms, conditions, and limitations for the insurance will be as set forth in the insurance policy, policies, contracts and/or enrollment documents. (See Section VIII of the Plan Document)

   Employer provides a direct contribution for employee AD&D and Group Life Insurance coverage on the life of the employee in an amount established by memorandum of understanding, contract, resolution, and/or City policy. City paid life insurance in excess of $50,000 will be treated as taxable income to the Employee. Participant may elect supplemental AD&D or Life Insurance benefits for the life of the employee. Participant is responsible for the monthly premiums associated with any such plans. Participant may elect to use the Employer provided

flex credit (if any) and/or may elect to enter into a salary reduction agreement for the supplemental benefits.

5. Dependent Care Flexible Spending Arrangement -- The terms, conditions, and limitations for the Dependent Care Flexible Spending Arrangement will be as set forth in Section IX of the Plan Document and described below:

   This benefit is intended to comply with the provisions of Internal Revenue Code section 129 with respect to dependent care assistance and therefore, will be deemed to be automatically amended to comply with all legislative changes to and valid regulations promulgated under, the Internal Revenue Code.

   Participant may elect this benefit through application of the Employer's flex credit (if any) and/or by entering into a salary reduction agreement. In no event can the Participant's maximum contribution per Plan Year exceed the limit set forth in the Internal Revenue Code and/or regulations.

6. Medical Expense Reimbursement Benefit-- The terms, conditions, and limitations for the Medical Expense Reimbursement Benefit will be as set forth in Section X of the Plan Document and described below:

   This benefit is intended to comply with the provisions of the Internal Revenue Code sections 105 and 106 and therefore, will be deemed to be automatically amended to comply with all legislative changes to and valid regulations promulgated under, the Internal Revenue Code.

   Participant may elect this benefit by entering into a salary reduction agreement. In no event can Participant's maximum contribution per Plan Year exceed the limit set forth in the Internal Revenue Code and/or regulations.

   Grace Period: Yes.

   Carryover: No.

7. Other Available Supplemental Program Benefits

   a. Employer may offer other elective program benefits, to include but not be limited to the following. Additional elective program benefits may be added to this Plan without requiring amendment. Employer reserves the right to add or remove elective program benefits each Plan Year.

      (i) Accident Insurance.

      (ii) Cancer Coverage

      (iii) Short-Term Disability Insurance

(iv) Critical Illness Insurance

(v) Hospital Indemnity

b. The terms, conditions, and limitations for each of the supplemental program benefits will be as set forth in the insurance policy, contract and/or enrollment documents.

c. Participants may elect these supplemental benefits through application of the Employer's flex credit (if any) and/or by entering into a salary reduction agreement.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Internal Revenue Code of 1986 (as amended), and the laws of the State of California. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIV, SET FORTH BELOW AND INCORPORATED HEREWITH BY REFERENCE.

This Plan is hereby adopted _____.

City of Rocklin CA
CITY OF ROCKLIN

Signed By: _____

Title: _____

SECTION 125 CAFETERIA PLAN

SECTION I - PURPOSE

The Employer amends and restates the City of Rocklin Section 125 Cafeteria Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to amend and restate this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II - DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

2.01 Administrator. The Employer unless another has been designated in writing by the Employer as Administrator.

2.02 Beneficiary - Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.

2.03 Carryover - The amount remaining unused as of the end of the Plan Year in the Medical Reimbursement flexible spending account up to 20% of the annual maximum contribution permitted under Code §125(i), if the Adoption Agreement elects a carryover.

2.04 COBRA - The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

2.05 Code - Internal Revenue Code of 1986, as amended.

2.06 Dependent - Any of the following:

(a) Tax Dependent: A Dependent includes a Participant's Spouse and any other person who is a Participant's Dependent within the meaning of Code

Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's Dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom Code Section 152(e) applies (such child will be treated as a Dependent of both divorced parents).

(b) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. However, for purposes of a CalPERS health plan, a Dependents only includes a child of a Participant who has not attained age 26. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

Dependent for purposes of the Dependent Care Flexible Spending Arrangement is defined in Section 9.04(a).

2.07 Dependent Care Flexible Spending Arrangement - The dependent care assistance flexible spending arrangement program offered under the Plan.

2.08 Effective Date - The effective date of this Plan as shown in Item B of the Adoption Agreement.

2.09 Elective Contribution - The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected pursuant to a salary reduction election.

2.10 Election Form - The actual or deemed paper or electronic form provided by the Administrator for the purpose of allowing an Eligible Employee to participate in this Plan by electing Salary Reductions to pay for any of the elected Benefits for the Plan Year. It includes an agreement pursuant to which an Eligible Employee or Participant authorizes the Employer to make Salary Reductions.

2.11 Eligible Employee - Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement and any applicable memorandum of understanding, contract, resolution, and policy.

2.12 Eligible Opt-Out Arrangement – An Opt Out Arrangement that meets the conditions of Section 4.94.

2.13 Employee - Any person that the Employer classifies as a common-law employee employed by the Employer and who is on the Employer's W-2 payroll on or after the Effective Date. Employee does not include the following: (a) any leased employee (including but not limited to those individuals defined as leased employees in Code § 414(n)) or individual classified by the Employer as an independent contractor for the period during which such individual is so classified, whether or not any such individual is on the Employer's W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer; (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer; and (c) any self-employed individual. The term Employee includes former Employees for the limited purpose of allowing continued eligibility for benefits under the Plan for the remainder of the Plan Year in which an Employee ceases to be employed by the Employer, but only to the extent specifically provided elsewhere under this Plan..

2.14 Employer - The City of Rocklin.

2.15 Employer Contributions Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through Salary Reduction.

2.16 Entry Date - The date that an Employee is eligible to participate in the Plan.

2.17 ERISA - The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).

2.18 Fiduciary - The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.

2.19 Highly Compensated - Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.

2.20 HIPAA - The Health Insurance Portability and Accountability Act of 1996, as amended.

2.21 Insurer - Any insurance company that has issued a policy pursuant to the terms of this Plan.

2.22 Key Employee - Any Participant who is a "key employee" as defined in Section 416(i) of the Code.

2.23 Medical Expense Reimbursement Plan – The health flexible spending arrangement offered under the Plan.

2.24 Non-Elective Contribution - A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.

2.25 Open Enrollment Period – The period that occurs in September and/or October in the year preceding the Plan Year as prescribed by CalPERS, a period that precedes the Plan Year as prescribed by the other benefit plans, or such other period as may be prescribed by the Administrator.

2.26 Opt-Out Arrangement - An arrangement where payment is made available to an Eligible Employee only if the Eligible Employee declines coverage, but may not be used to pay for health benefits (whether or not the Eligible Employee receives the amount as a taxable benefit).

2.27 Participant - An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement and who is participating in the Plan.

2.28 Plan - The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.

2.29 Plan Year - The Plan Year as specified in Item D of the Adoption Agreement.

2.30 Policy - An insurance policy issued as a part of this Plan.

2.31 Recordkeeper - The person or entity designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Benefit and/or the Dependent Care Flexible Spending Arrangement .

2.32 Salary Reduction - The amount by which the Participant's compensation is reduced and applied by the Employer under this Plan to pay for one or more of the Benefits, as permitted for the applicable component, before any applicable state and/or federal taxes have been deducted from the Participant's compensation (i.e., on a pre-tax basis).

2.33 Spouse - An individual who is treated as a spouse for federal tax purposes. Notwithstanding the above, for purposes of the Dependent Care Flexible Spending Arrangement, the term Spouse shall not include (a) an individual legally separated from the Participant under a divorce or separate maintenance decree; or (b) an individual who is married to the Participant and files a separate federal income tax return, where (i) the Participant maintains a household that constitutes a Qualifying Individual's principal place of abode for more than one-half of the taxable year, (ii) the Participant furnishes more than half of the cost of maintaining such household, and (iii) during the last 6 months of such taxable year, the individual is not a member of such household.

SECTION III - ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

3.01 ELIGIBILITY: Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement and any applicable collective bargaining agreement and City policy will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during the open or special enrollment period, or within 60 days of appointment, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. For CalPERS health plans, CalPERS also allows late enrollment, with a 90-day waiting period. A Participant's Election Form shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

3.03 TERMINATION OF PARTICIPATION: Except as otherwise provided in this Plan, a Participant will automatically cease to be a Participant as a result of the occurrence of the earliest of the following events on (i) the first day of the month in which the event occurs, if it occurs on the first day of the month; or (ii) the last day of the month in which the event occurs if the event does not occur on the first day of the month.

A. Participant’s termination of employment by death, disability, retirement or other separation from service;

B. Participant ceases to be an eligible Employee under the terms of the Plan;

C. The Employee ceases to be a Participant pursuant to the leave of absence section 3.04, below;

D. The date of termination of the Plan.

Termination of participation shall not affect the Participant's or the Participant's Beneficiary's right to claim benefits for expenses incurred prior to such termination. However, no additional expenses incurred after such termination of participation shall be covered by the Plan.

3.04 QUALIFYING FAMILY OR MILITARY LEAVE: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA) or the California Family Rights Act (CFRA), to the extent required by the FMLA or CFRA, the Employer will continue to maintain the Participant's existing coverage under those group health plans that are subject to the provisions of the FMLA or CFRA. Upon return from FMLA/CFRA leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his or leave, or as otherwise required by the CFRA or FMLA. If the Employee opts to continue coverage, the Employee may pay his or her Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he or she receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his or her Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his or her pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him or her (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA or CFRA. An Employee who is absent from the Employee's position of employment by reason of service in the uniformed services may elect to continue such coverage as and to the extent required by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as it may be amended by subsequent federal legislation.

SECTION IV - CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a Salary Reduction basis.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of Non-Elective Contributions. An election for Salary Reduction will be made on an Election Form.

4.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written Election Form with the Administrator before the end of the current Plan Year, during the open enrollment period, revising the rate of his or her contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his or her employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the Plan Year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the Salary Reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

A. Change in Status. A Participant may change or revoke his or her election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

   a. Change in Employee's legal marital status, including marriage, divorce, death of Spouse, legal separation, and annulment;

   b. Change in number of Dependents, including birth, adoption, placement for adoption, and death;

   c. Change in employment status, including any employment status change affecting benefit eligibility of the Employee, Spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the Plan or any underlying benefit plans of the Employer for the Employee, Spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment

status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his or her previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;

d. Change in Dependent eligibility. Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and

e. Change in residence of Employee, Spouse or Dependent, affecting the Employee's eligibility for coverage.

B. Special Enrollment Rights. If a Participant or his or her Spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her Spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her Spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her Spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her Spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health

insurance plan.

C. Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a Dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.

D. Entitlement to Medicare or Medicaid. If a Participant, Participant's Spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan for the person becoming entitled to Medicare or Medicaid. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan for the person who loses Medicare or Medicaid entitlement.

E. Family and Medical Leave Act/California Family Rights Act. If an Employee is taking leave under the rules of the Family and Medical Leave Act or the California Family Rights Act, the Employee may revoke previous elections and re-elect benefits upon return to work.

F. COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his or her pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's Spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.

G. Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.05(c)) are eligible to receive benefits under the Plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.

H. Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, under the Employer's Plan if both of the following conditions are met:

   a. The Participant has been in an employment status under which the

Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and

b. The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.

I. Cancellation due to enrollment in a Qualified Health Plan. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage under the Employer's Plan if both of the following conditions are met:

a. The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan(as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and

b. The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.

J. CalPERS Health Plans. Employees who decline or cancel enrollment in CalPERS health plans may be allowed to enroll or re-enroll, pursuant to CalPERS rules and regulations, with a 90-day waiting period.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Benefit, or may not be modified with respect to the Medical Expense Reimbursement Benefit during the Plan Year.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes applicable to Plan Benefits except the flexible spending accounts (medical reimbursement, dependent care) and are as follows:

A. Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the Plan Year, Participants may (i) make a corresponding increase in their Salary Reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in Spouse or Dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of an elective benefit package option under the Plan is insignificant, the Participant's salary reduction amount shall be adjusted, upon written notice to Participant.

B. Significant Curtailment of Coverage.

a. With no loss of coverage. If the coverage under an elective benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.

b. With loss of coverage. If there is a significant curtailment of coverage with loss of coverage of an elective benefit package, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.

C. Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a Spouse, former Spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the Spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of Spouse's plan or by the Spouse's employer, or (2) optional changes are initiated by the Spouse's employer or by the Spouse through open enrollment.

D. Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected

Participant or his or her Spouse or Dependent.

4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan will not be a cash benefit under the Plan payable to the Participant. The sole exception is the cash payment that may be available to an Employee who declines health insurance coverage/full family health insurance coverage, in accordance with the applicable memorandum of understanding, contract, resolution, or City policy. If an employee declines health plan coverage, the Employee must provide certification of other group health insurance coverage or other requirements stated herein to receive the opt-out payment, which will be treated as taxable income as indicated in Item E of the Adoption Agreement.

The Employer may establish an Eligible Opt-Out Arrangement under this Plan as a condition to a Participant receiving a taxable cash amount in lieu of health insurance coverage/full family health insurance coverage, subject to meet and confer for any employees covered by a memorandum of understanding. The conditions that must be satisfied for an Eligible Opt-Out Arrangement are as follows:

(a) The Participant must have minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California);

(b) The Participant and all individuals in the Participant's expected tax family have (or will have) the required minimum essential coverage. A Participant's expected tax family includes all individuals for whom the Participant reasonably expects to claim a personal exemption deduction for the taxable year(s) that cover the Participant's plan year to which the opt-out arrangement applies;

(c) The Participant must provide reasonable evidence of the MEC for the applicable period. Reasonable evidence may include an attestation by the Participant;

(d) The Participant must provide the evidence/attestation every Plan Year;

(e) The Participant must provide the evidence/attestation no earlier than a reasonable time before coverage starts (e.g. open enrollment). The evidence/attestation may also be provided within a reasonable time after the Plan Year starts; and

(f) The opt-out payment cannot be made (and the Employer must not in fact make payment) if the Employer knows or has reason to know that the Participant or tax family member does not have the alternative coverage.

4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan

shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.

4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.

4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in an applicable memorandum of understanding, contract, resolution, or policy and as provided in this Plan.

SECTION V - GROUP MEDICAL INSURANCE BENEFIT

5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.

5.02 ELIGIBILITY: Eligibility will be as required in Item C of the Adoption Agreement and as provided in an applicable memorandum of understanding, contract, resolution, or policy.

5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1-7) of the Adoption Agreement, the CalPERS contract, and/or other CalPERS documents pertaining to the benefits.

5.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the CalPERS contract, other CalPERS documents pertaining to the benefits and as provided in an applicable memorandum of understanding, contract, resolution, or policy.

5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.

5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.

5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant, and by Participant pursuant to a Salary Reduction agreement, as provided for in Item E of the Adoption Agreement.

5.08 COMPLIANCE WITH LAW: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the law, including but not limited to the Uniformed Services Employment and Reemployment Rights Act of 1994, the Family and Medical Leave Act, and the California Family Rights Act, as amended.

SECTION VI - GROUP DENTAL AND VISION BENEFIT

6.01 PURPOSE: This benefit provides dental and vision insurance benefits to Participants.

6.02 ELIGIBILITY: Eligibility will be as required in Item C of the Adoption Agreement and as provided by an applicable memorandum of understanding, contract, resolution, or policy.

6.03 DESCRIPTION OF BENEFITS: The benefits available will be as defined in Item F(2) of the Adoption Agreement, and the applicable contracts, policies, and enrollment documents.

6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Benefits shall be as described in the Adoption Agreement, applicable policies, contracts and enrollment documents.

6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant, and by Participants pursuant to a Salary Reduction agreement, as provided for in Item E of the Adoption Agreement.

SECTION VII - LONG-TERM DISABILITY INSURANCE BENEFIT

7.01 PURPOSE: This benefit provides long-term disability insurance benefits to Participants and may as provided for in Item F(3) of the Adoption Agreement.

7.02 ELIGIBILITY: Eligibility will be as required in Item C of the Adoption Agreement and as provided by an applicable memorandum of understanding, contract, resolution, or policy.

7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(3) of the Adoption Agreement, and the applicable contracts, policies, and enrollment documents.

7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the long-term disability insurance benefit are described in the Adoption Agreement, and the applicable contracts, policies, and enrollment documents.

7.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VIII - ACCIDENTAL DEATH AND DISMEMBERMENT, GROUP AND INDIVIDUAL LIFE INSURANCE BENEFIT

8.01 PURPOSE: This benefit provides group life and AD&D insurance benefits to Participants and may provide certain individual policies as provided for in Item F(4) of the Adoption Agreement.

8.02 ELIGIBILITY: Eligibility will be as required in Item C of the Adoption Agreement and as provided by an applicable memorandum of understanding, contract, resolution, or policy.

8.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(4) of the Adoption Agreement, and the applicable contracts, policies, and enrollment documents.

8.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the AD&D and life insurance benefits are described in the Adoption Agreement, and the applicable contracts, policies, and enrollment documents.

8.05 SECTION 105, 106, 79 PLAN: It is the intention of the Employer that the premiums Employer pays for the group life insurance benefits described in Item F(4) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. Group life insurance benefits provided by Employer in excess of $50,000 will be treated as taxable income. It is also the intention of the Employer that the individual life and AD&D premiums paid for such benefits shall be eligible for exclusion from the gross income of the Participants as provided in Code Sections 104, 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

8.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant, and by Participants pursuant to a Salary Reduction agreement, as provided for in Item E of the Adoption Agreement.

SECTION IX - FLEXIBLE SPENDING ARRANGEMENT- MEDICAL EXPENSE REIMBURSEMENT BENEFIT

9.01 PURPOSE: The Flexible Spending Arrangement, Medical Expense Reimbursement Benefit is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 9.04) that are not reimbursed under an insurance plan, or otherwise. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section IX shall be construed in a manner consistent with that intention.

9.02 ELIGIBILITY: The eligibility provisions are set forth in Item C of the Adoption Agreement and as provided by an applicable memorandum of understanding, contract, resolution, or policy.

9.03 TERMS, CONDITIONS, AND LIMITATIONS:

A. Accounts. The Administrator, or if appointed, the Reimbursement Recordkeeper, shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

B. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Code Section 125(i) (as adjusted from time to time by the IRS pursuant to Code Section 125(i)).

C. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose with an original bill or other proof of the expense forms for reimbursement of Eligible Medical Expenses and submit it no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant.

D. Funding. The funding of the Flexible Spending Arrangement, Medical Reimbursement Benefit shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by

Participants pursuant to a Salary Reduction agreement. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Benefit plan.

E. Use or Lose. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall not be carried over from one Plan Year to the next Plan Year, however, this Plan provides a Grace Period, see Section 9.05, below.

With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 9.03(E) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his or her termination date regardless if such Participant has any amounts of Employer Contributions remaining to his or her credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a Dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.

At the Employer's option, and to the extent allowed by the Internal Revenue Code and regulations, forfeited funds may be used to cover overpayments to other Participants, used for payment of reasonable plan administration expenses, used to reduce employee salary reduction amounts on a reasonable and uniform basis for the immediately following Plan Year, returned to Participants in the form of taxable cash in a reasonable and uniform basis, or returned to the Employer.

F. COBRA. To the extent required by Section 4980B of the Code ('COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a

pre-tax basis.

G. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Benefit plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.

H. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Benefit, shall be available at all times during such Plan Year to reimburse the Participant for Eligible Medical Expenses To the extent contributions with respect to this Medical Expense Reimbursement Benefit are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Benefit by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.

I. Compliance with Applicable Law. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with applicable law, including but not limited to provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, the Family Medical Leave and the California Family Rights Act, as amended.

J. Proration of Limit. The maximum contribution amount specified in 9.03(B) shall be prorated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such maximum contribution amount will be prorated by dividing the annual maximum contribution amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.

9.04 ELIGIBLE MEDICAL EXPENSES:

A. Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant, his or her Spouse, or any of his or her Dependents (subject to the restrictions in Section 9.04(B)) during a Plan Year that (i) qualifies as an expense incurred by the Participant, Spouse, or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan or otherwise. Notwithstanding

the above, capital expenditures are not Eligible Medical Expenses under this Plan.

B. Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Spouse or Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.

9.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards ("Debit Cards") for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply.

9.05.1 Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:

A. If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.

B. If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.

9.05.2 Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (A) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.

9.05.3 Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:

A. First, upon identification of the improper payment, the Participant will be required to pay back to the Plan an amount equal to the improper payment.

B. Second, where the Participant does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Participant's wages or other compensation to the extent consistent with applicable law.

C. Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.

D. If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Participant will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.

9.05.3.1 Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 9.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

9.06 GRACE PERIOD: Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Expense Reimbursement Benefit plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if Participant is enrolled in current Plan Year.

9.07 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Benefit plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

SECTION X - DEPENDENT CARE FLEXIBLE SPENDING ARRANGEMENT

10.01 PURPOSE: The Dependent Care Flexible Spending Arrangement is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section X shall be construed in a manner consistent with that intention.

10.02 ELIGIBILITY: The eligibility provisions are set forth in Item C of the Adoption Agreement and as provided in an applicable memorandum of understanding, contract, resolution, or policy.

10.03 TERMS, CONDITIONS, AND LIMITATIONS:

A. Accounts. The Administrator, or if appointed, the Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth by Code Section 129 ($5,000 per Plan Year if the Participant is single or married and filing a joint return, or $2,500 per Plan Year if the Participant is married and filing separately).For purpose of this Section X, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's Spouse who is physically or mentally incapable of self-care as described in Section 10.04(A)(b) or a Spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such Spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be $250 per month in the case of one Dependent and $500 per month in the case of two or more Dependents, or as otherwise established by the Internal Revenue Code or regulations.

B. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose with an original bill or other proof of the expense from an independent third party. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Dependent Care Expenses

were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XIII.

C. Funding. The funding of the Dependent Care Flexible Spending Arrangement shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants pursuant to a Salary Reduction agreement. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Flexible Spending Arrangement.

D. Use or Lose. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and shall not be carried over from one Plan Year to the next Plan Year. At the Employer's option, and to the extent allowed by the Internal Revenue Code and regulations, forfeited funds may be used for payment of reasonable plan administration expenses, used to reduce employee salary reduction amounts on a reasonable and uniform basis for the immediately following Plan Year, and/or returned to Employer.

E. Nondiscrimination. Benefits provided under this Dependent Care Flexible Spending Arrangement shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their Dependents, as provided in Code Section 129.

10.04 DEFINITIONS:

A. "Dependent" (for purposes of this Section X) means any individual who is:

a. a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or

b. a Dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the Spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Flexible Spending Arrangement, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.

B. "Dependent Care Center" (for purposes of this Section X) shall be a facility which:

a. provides care for more than six individuals (other than individuals who reside at the facility);

b. receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and

c. satisfies all applicable laws and regulations of a state or unit of local government.

C. "Eligible Dependent Care Expenses" (for purposes of this Section X) shall mean expenses incurred by a Participant which are:

a. incurred for the care of a Dependent of the Participant or for related household services;

b. paid or payable to a Dependent Care Service Provider; and

c. incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a Dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the Spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

D. "Dependent Care Service Provider" (for purposes of this Section X) means:

a. a Dependent Care Center, or

b. a person who provides care or other services described in Section 10.04(B) and who is not a related individual described in Section 129(c) of the Code.

SECTION XI - SUPPLEMENTAL PROGRAM BENEFITS

11.01 PURPOSE: This benefit provides supplemental accident and health benefits to Participants.

11.02 ELIGIBILITY: Eligibility will be as required in Item C of the Adoption Agreement and any applicable memorandum of understanding, contract, resolution, or policy.

11.03 DESCRIPTION OF BENEFITS: The supplemental elective benefits available under this Plan include but are not limited to the following: accident insurance, cancer coverage, short term disability, critical illness insurance, and hospital indemnity. The benefits are more specifically described in Item F(7) of the Adoption Agreement, and the applicable contracts, policies, and enrollment documents.

11.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of these supplemental program benefits are described in the Adoption Agreement, and the applicable contracts, policies, and enrollment documents.

11.05 SECTION 105, 106 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(7) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104, 105 and 106, and all provisions of these benefit programs shall be construed in a manner consistent with that intention.

11.06 CONTRIBUTIONS: Contributions for the supplemental benefit programs will be provided by the Employer on behalf of a Participant, or by Participants, as provided for in Item E of the Adoption Agreement

SECTION XII AMENDMENT AND TERMINATION

12.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered Dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

12.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XIII - ADMINISTRATION

13.01 NAMED FIDUCIARIES: The named fiduciary is the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.

13.02 APPOINTMENT OF RECORDKEEPER AND/OR THIRD-PARTY ADMINISTRATOR: The Employer may appoint a Recordkeeper and/or a third-party administrator delegating the authority and responsibility of performing recordkeeping and/or administrative services, or other ministerial duties under this Plan. The Recordkeeper and/or administrative services provider shall serve at the pleasure of, and may be removed by, the Employer without cause. If a third-party is appointed to provide recordkeeping, administrative services, or other ministerial duties for the Flexible Spending Arrangements, the Employer may establish reasonable fees for such administrative services, which may be charged to Participants in the Flexible Spending Arrangements.

13.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:

A. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.

B. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code the regulations promulgated thereunder, and any applicable California laws.

C. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

13.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Employer as Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.

13.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct.

13.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

13.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.

13.08 CLAIM FOR BENEFITS & APPEALS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit. The claims procedures, including the time frames for submitting claims, are set forth in the governing documents for each Benefit program.

13.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan.

13.09.1 Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 13.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the Participant filing the claim ("claimant") shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by

which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

13.09.2 Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

13.09.3 Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

13.10 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

13.11 PROTECTED HEALTH INFORMATION. The provisions of this Section XIII will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. As a group health plan under Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Medical Expense Reimbursement Plan shall comply with the standards for privacy of protected health information as set forth under HIPAA set forth in subpart E of 45 CFR Part 164. The Plan may disclose Protected Health

Information ("PHI") to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Administrator and if applicable, the third-party administrator and/or Recordkeeper will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractor to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Administrator respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan Administrator any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Administrator still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR

Section 164.504 is established.

For purposes of this Section, “PHI” is “Protected Health Information” as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of “Protected Health Information” in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIV - MISCELLANEOUS PROVISIONS

14.01 INSURED BENEFITS, FUNDING, AND BENEFIT PAYMENTS. The benefits provided under the Plan through contracts shall be provided by insurance companies, health care service plans or other service providers with which the Employer or the Administrator on behalf of the Plan, contracts from time to time in order to provide such benefits under the Plan. Employer shall have no obligation under this Plan, with respect to benefits provider under contract, beyond the payment of the Employer's share of the appropriate premium and the remittance of each eligible Employee's share of the premium to the appropriate third party to the extent that such premiums have been paid to the Employer by the Employee or withheld from the Employee's wages pursuant to the terms of this Plan. The benefits provided under a contract shall be funded through and benefits provided under and in accordance with the provisions of the contracts. Such contracts shall be maintained by Employer or the Administrator, on behalf of the Plan. The benefits provided under a contract shall be paid by the insurance companies, health care service plans or other service providers in accordance with the provisions of the contracts. The Employer shall not be responsible for the validity of any contract or any policy issued by any provider of coverage, or for the failure on the part of any provider of coverage, other than the Employer, to make payments provided for under any such contract, or for the action of any person that may delay or render void or unenforceable, in whole or in part, any such contract.

14.02 COMPLIANCE WITH FEDERAL AND STATE LAW. Each Benefit program will comply to the extent possible with the requirement of all applicable laws.

14.03 INABILITY TO LOCATE PAYEE: If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

14.04 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.

14.05 NO GUARANTEE OF TAX CONSEQUENCES: Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant, Spouse, or a Dependent under the Plan will be excludable from the Participant's, Spouse's, or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant, Spouse, or Dependent.

14.06 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.

14.07 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.

14.08 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.

14.09 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.

14.10 CONSTRUCTION OF THE LAW. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the Internal Revenue Code of 1986 (as amended), and the laws of the State of California. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

ROCKLIN

CALIFORNIA

CITY OF ROCKLIN
SECTION 125
CAFETERIA PLAN DOCUMENT

Adopted February 25, 1992
Amended and Restated, Effective January 14, ~~2022~~2025

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SECTION 125 CAFETERIA PLAN ADOPTION AGREEMENT

The City of Rocklin (Employer) hereby adopts the amended and restated Section 125 Cafeteria Plan for those Employees who shall qualify as Participants hereunder. The City of Rocklin hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer: **Address:**	City of Rocklin CA 3970 Rocklin Road Rocklin, CA 95677
Employer Identification Number:	94-60000408
Nature of Business:	
Name of Plan:	City of Rocklin CA Flexible Benefit Plan
Plan Number:	501

B. EFFECTIVE DATE

Amendment and Restatement Effective Date:	January 14, ~~2022~~2025

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable, except as otherwise provided herein.

Length of Service:	Effective the first day the month following the ~~upon~~ hire date.
Eligibility:	Eligible employees include active employees and retired persons who receive an ~~early stipend or other~~ W-2 taxable compensation from the City. Eligibility is subject to any applicable memorandum of understanding, contract, resolution, or policy.
Minimum Hours:	All employees with ~~40~~20 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.

Age: Minimum of 18.0 years of age.

D. PLAN YEAR

The Plan Year is January 1 through December 31.

E. CONTRIBUTIONS

Non-Elective Contributions

The Employer may furnish~~es~~ non-elective contributions for medical insurance (health/dental/vision) premiums, long-term disability insurance premiums, and life and accidental death and dismemberment (AD&D) insurance premiums, and an additional flex credit which may be used for certain benefits available in the Plan.

~~**Elective Contributions (Salary Reduction)**~~

The amount of the Employer's contribution will be set by the Employer each Plan Year in a uniform and non-discriminatory manner, in accord with collective bargaining agreements and City policy. If the Employer's contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash, except that the Participant may be eligible for a taxable cash payment due to the Employee's declination of health insurance coverage/full family health insurance coverage, in accordance with the applicable ~~collective bargaining agreement~~memorandum of understanding, contract, resolution, or City policy. If the employee opts out of health insurance, the Employee must provide certification of other group health insurance coverage to receive the taxable cash payment.

If the Employer's contribution amount is less than the cost of benefits elected by the Participant, the Participant is responsible for paying for the difference.

Elective Contributions (Salary Reduction)

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective employer contributions. An election for salary reduction will be made on the benefit election form.

F. AVAILABLE BENEFITS

Each of the following components, if selected by the Employer, should be considered benefits that comprise this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy, policies, contracts and/or enrollment documents. (See Section V of the Plan Document)

Employer contracts with CalPERS for group health insurance, and provides a direct contribution to Employees' health insurance premiums in an amount established by ~~collective bargaining agreement~~memorandum of understanding, contract, resolution, or City policy. In accordance with and to the extent required by the Patient Protection and Affordable Care Act, any amendments thereto and lawful guidance published thereunder, Employer shall ~~automatically~~ enroll new full-time eligible Employees in one of the group health plans offered (subject to any waiting periods and the employee's election of benefits) and continue the enrollment of current Participants in a group health plan. The Employer or Administrator shall provide adequate notice to Employees of such ~~automatic~~ enrollment and the opportunity for an Employee to opt out of any coverage in which the Employee was enrolled.

Participant is responsible for payment of the difference in any monthly premium cost for the medical insurance plan and coverage level selected that exceeds the Employer's contribution (direct or flex credit).

2. **Group Dental/Vision Insurance** - The terms, conditions, and limitations for the Dental/ Vision Insurance will be as set forth in the applicable insurance policies, contracts, and/or enrollment documents, and are further discussed in Section VI of the Plan Document. (*See* Section VI of the Plan Document)

   Employer provides a direct contribution for Employees' dental and vision insurance coverage in an amount established by ~~collective bargaining agreement~~ memorandum of understanding, contract, resolution, or City policy. Participant is responsible for payment of the difference in any monthly premium cost for the insurance plan and coverage level selected that exceeds the Employer's contribution (direct or flex credit).

3. **Long-term Disability Insurance** --The terms, conditions, and limitations for the insurance will be as set forth in the applicable insurance policy and/or enrollment documents. (See Section VII of the Plan Document)

   Employer provides a direct contribution for Employee Long-Term Disability Insurance coverage in an amount established by ~~collective bargaining agreement~~memorandum of understanding, contract, resolution, or City policy.

4. **AD&D and Life Insurance** under Section 79 of the Internal Revenue Code. The terms, conditions, and limitations for the insurance will be as set forth in the insurance policy, policies, contracts and/or enrollment documents. (See Section VIII of the Plan Document)

   Employer provides a direct contribution for employee AD&D and Group Life Insurance coverage on the life of the employee in an amount established by ~~collective bargaining agreement~~memorandum of understanding, contract, resolution, and/or City policy. City paid life insurance in excess of $50,000 will be

treated as taxable income to the Employee. Participant may elect supplemental AD&D or Life Insurance benefits for the life of the employee. Participant is responsible for the monthly premiums associated with any such plans. Participant may elect to use the Employer provided flex credit (if any) and/or may elect to enter into a salary reduction agreement for the supplemental benefits.

5. **Dependent Care ~~Assistance Benefit~~Flexible Spending Arrangement** -- The terms, conditions, and limitations for the Dependent Care ~~Assistance Benefit~~Flexible Spending Arrangement will be asset forth in Section IX of the Plan Document and described below:

   This benefit is intended to comply with the provisions of Internal Revenue Code section 129 with respect to dependent care assistance and therefore, will be deemed to be automatically amended to comply with all legislative changes to and valid regulations promulgated under, the Internal Revenue Code.

   Participant may elect this benefit through application of the Employer's flex credit (if any) and/or by entering into a salary reduction agreement. In no event can the Participant's maximum contribution per Plan Year exceed the limit set forth in the Internal Revenue Code and/or regulations.

6. **Medical Expense Reimbursement Benefit**-- The terms, conditions, and limitations for the Medical Expense Reimbursement Benefit will be as set forth in Section X of the Plan Document and described below:

   This benefit is intended to comply with the provisions of the Internal Revenue Code sections 105 and 106 and therefore, will be deemed to be automatically amended to comply with all legislative changes to and valid regulations promulgated under, the Internal Revenue Code.

   Participant may elect this benefit by entering into a salary reduction agreement. In no event can Participant's maximum contribution per Plan Year exceed the limit set forth in the Internal Revenue Code and/or regulations.

   Grace Period: Yes.

   Carryover: No.

7. **Other Available Supplemental Program Benefits**

   a. Employer may offer other elective program benefits, to include but not be limited to the following. Additional elective program benefits may be added to this Plan without requiring amendment. Employer reserves the right to add or remove elective program benefits each Plan Year.

      (i) Accident Insurance.

(ii) Cancer Coverage

(iii) Short-Term Disability Insurance

(iv) Critical Illness Insurance

(v) Hospital Indemnity

b. The terms, conditions, and limitations for each of the supplemental program benefits will be as set forth in the insurance policy, contract and/or enrollment documents.

c. Participants may elect these supplemental benefits through application of the Employer's flex credit (if any) and/or by entering into a salary reduction agreement.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Internal Revenue Code of 1986 (as amended), and the laws of the State of California. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIV, SET FORTH BELOW AND INCORPORATED HEREWITH BY REFERENCE.

This Plan is hereby adopted _____.

City of Rocklin CA
CITY OF ROCKLIN

Signed By: _____

Title: _____

SECTION 125 CAFETERIA PLAN

SECTION I - PURPOSE

The Employer amends and restates the City of Rocklin Section 125 Cafeteria Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to amend and restate this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II - DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

2.01 **Administrator.** The Employer unless another has been designated in writing by the Employer as Administrator.

2.02 **Beneficiary** - Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.

2.03 **Carryover** - The amount remaining unused as of the end of the Plan Year in the Medical Reimbursement flexible spending account up to 20% of the annual maximum contribution permitted under Code §125(i), if the Adoption Agreement elects a carryover.

2.04 **COBRA** - The Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

2.054 **Code** - Internal Revenue Code of 1986, as amended.

2.065 **Dependent** - Any of the following:

(a) Tax Dependent: A Dependent includes a Participant's Sspouse and any other person who is a Participant's Ddependent within the meaning of Code

Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's Ddependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom Code Section 152(e) applies (such child will be treated as a Ddependent of both divorced parents).

~~(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.~~

~~(c)~~(b) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. However, for purposes of a CalPERS health plan, a Dependents only includes a child of a Participant who has not attained age 26. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. ~~An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).~~

Dependent for purposes of the Dependent Care Flexible Spending Arrangement ~~Reimbursement Plan~~ is defined in Section 9.04(a).

2.07 **Dependent Care Flexible Spending Arrangement** - The dependent care assistance flexible spending arrangement program offered under the Plan.

2.0~~8~~6 **Effective Date** - The effective date of this Plan as shown in Item B of the Adoption Agreement.

2.0~~7~~ **Elective Contribution -** The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected pursuant to a salary reduction election.

2.10 **Election Form** - The actual or deemed paper or electronic form provided by the Administrator for the purpose of allowing an Eligible Employee to participate in this Plan by electing Salary Reductions to pay for any of the elected Benefits for the Plan Year. It includes an agreement pursuant to which an Eligible Employee or Participant authorizes the Employer to make Salary Reductions.

2.11~~08~~ **Eligible Employee -** Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement and any applicable memorandum of understanding, contract, resolution, and policy.

2.12 **Eligible Opt-Out Arrangement –** An Opt Out Arrangement that meets the conditions of Section 4.94.

2.13~~09~~ **Employee -** Any person that the Employer classifies as a common-law employee employed by the Employer and who is on the Employer's W-2 payroll on or after the Effective Date. Employee does not include the following: (a) any leased employee (including but not limited to those individuals defined as leased employees in Code § 414(n)) or individual classified by the Employer as an independent contractor for the period during which such individual is so classified, whether or not any such individual is on the Employer's W-2 payroll or is determined by the IRS or others to be a common-law employee of the Employer; (b) any individual who performs services for the Employer but who is paid by a temporary or other employment or staffing agency for the period during which such individual is paid by such agency, whether or not such individual is determined by the IRS or others to be a common-law employee of the Employer; and (c) any self-employed individual. The term Employee includes former Employees for the limited purpose of allowing continued eligibility for benefits under the Plan for the remainder of the Plan Year in which an Employee ceases to be employed by the Employer, but only to the extent specifically provided elsewhere under this Plan.~~Any person employed by the Employer on or after the Effective Date~~.

2.14~~0~~ **Employer -** The City of Rocklin.

2.15~~1~~ **Employer Contributions** Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through S~~s~~alary R~~r~~eduction.

2.16~~2~~ **Entry Date -** The date that an Employee is eligible to participate in the Plan.

2.173 **ERISA** - The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).

2.184 **Fiduciary** - The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.

2.195 **Highly Compensated** - Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.

2.2016 **HIPAA** - The Health Insurance Portability and Accountability Act of 1996, as amended.

2.2117 **Insurer** - Any insurance company that has issued a policy pursuant to the terms of this Plan.

2.2218 **Key Employee** - Any Participant who is a "key employee" as defined in Section 416(i) of the Code.

2.23 **Medical Expense Reimbursement Plan** – The health flexible spending arrangement offered under the Plan.

2.2419 **Non-Elective Contribution** - A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.

2.25 **Open Enrollment Period** – The period that occurs in September and/or October in the year preceding the Plan Year as prescribed by CalPERS, a period that precedes the Plan Year as prescribed by the other benefit plans, or such other period as may be prescribed by the Administrator.

2.26 **Opt-Out Arrangement** - An arrangement where payment is made available to an Eligible Employee only if the Eligible Employee declines coverage, but may not be used to pay for health benefits (whether or not the Eligible Employee receives the amount as a taxable benefit).

2.270 **Participant** - An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement and who is participating in the Plan.

2.2~~81~~ **Plan** - The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.

2.2~~92~~ **Plan Year** - The Plan Year as specified in Item D of the Adoption Agreement.

2.3~~023~~ **Policy** - An insurance policy issued as a part of this Plan.

2.3~~124~~ **Recordkeeper** - The person or entity designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Benefit and/or the Dependent Care Flexible Spending Arrangement ~~Reimbursement Benefit~~.

2.32 **Salary Reduction** - The amount by which the Participant's compensation is reduced and applied by the Employer under this Plan to pay for one or more of the Benefits, as permitted for the applicable component, before any applicable state and/or federal taxes have been deducted from the Participant's compensation (i.e., on a pre-tax basis).

2.33 **Spouse** - An individual who is treated as a spouse for federal tax purposes. Notwithstanding the above, for purposes of the Dependent Care Flexible Spending Arrangement, the term Spouse shall not include (a) an individual legally separated from the Participant under a divorce or separate maintenance decree; or (b) an individual who is married to the Participant and files a separate federal income tax return, where (i) the Participant maintains a household that constitutes a Qualifying Individual's principal place of abode for more than one-half of the taxable year, (ii) the Participant furnishes more than half of the cost of maintaining such household, and (iii) during the last 6 months of such taxable year, the individual is not a member of such household.

SECTION III - ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

3.01 ELIGIBILITY: Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement and any applicable collective bargaining agreement and City policy will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

3.02 ENROLLMENT: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during the open or special enrollment period, or within 60 days of appointment, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. For CalPERS health plans, CalPERS also allows late enrollment, with a 90-day waiting period. A Participant's Election Form shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

3.03 TERMINATION OF PARTICIPATION: Except as otherwise provided in this Plan, a Participant will automatically cease to be a Participant as a result of the occurrence of the earliest of the following events on (i) the first day of the month in which the event occurs, if it occurs on the first day of the month; or (ii) the last day of the month in which the event occurs if the event does not occur on the first day of the month.

A. Participant's termination of employment by death, disability, retirement or other separation from service;

B. Participant ceases to be an eligible Employee under the terms of the Plan;

C. The Employee ceases to be a Participant pursuant to the leave of absence section 3.04, below;

D. The date of termination of the Plan.

Termination of participation shall not affect the Participant's or the Participant's Beneficiary's right to claim benefits for expenses incurred prior to such termination. However, no additional expenses incurred after such termination of participation shall be covered by the Plan.

3.04 QUALIFYING FAMILY OR MILITARY LEAVE: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA) or the California Family Rights Act (CFRA), to the extent required by the FMLA or CFRA, the Employer will continue to maintain the Participant's existing coverage under those group health plans that are subject to the provisions of the FMLA or CFRA. Upon return from FMLA/CFRA leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his or leave, or as otherwise required by the CFRA or FMLA. If the Employee opts to continue coverage, the Employee may pay his or her Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he or she receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his or her Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his or her pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him or her (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA or CFRA. An Employee who is absent from the Employee's position of employment by reason of service in the uniformed services may elect to continue such coverage as and to the extent required by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as it may be amended by subsequent federal legislation.

SECTION IV - CONTRIBUTIONS

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a Ssalary Rreduction basis.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of Non-Elective Contributions. An election for Salary Reduction will be made on an Election Form.

4.014.02 IRREVOCABILITY OF ELECTIONS: A Participant may file a written Eelection Fform with the Administrator before the end of the current Plan Year, during the open enrollment period, revising the rate of his or her contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his or her employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the Pplan Yyear to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the Ssalary Rreduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

A. Change in Status. A Participant may change or revoke his or her election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

   a. Change in Employee's legal marital status, including marriage, divorce, death of Sspouse, legal separation, and annulment;

   b. Change in number of Dependents, including birth, adoption, placement for adoption, and death;

   c. Change in employment status, including any employment status change affecting benefit eligibility of the Employee, Sspouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the ~~cafeteria~~ Plan or any underlying benefit plans of the Employer forof the Employee, Sspouse or Dependent relies on the employment status of that individual, and there is a change in that

individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his or her previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;

d. Change in Ddependent eligibility. Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and

e. Change in residence of Employee, Sspouse or Dependent, affecting the Employee's eligibility for coverage.

B. Special Enrollment Rights. If a Participant or his or her Sspouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her Sspouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her Sspouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her Sspouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her Sspouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health

insurance plan.

C. Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a Ddependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.

D. Entitlement to Medicare or Medicaid. If a Participant, Participant's Sspouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan for the person becoming entitled to Medicare or Medicaid. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan for the person who loses Medicare or Medicaid entitlement.

E. Family and Medical Leave Act/California Family Rights Act. If an Employee is taking leave under the rules of the Family and Medical Leave Act or the California Family Rights Act, the Employee may revoke previous elections and re-elect benefits upon return to work.

F. COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his or her pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's Sspouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.

G. Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.05(c)) are eligible to receive benefits under the Pplan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.

H. Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, under the Employer's Plan if both of the following conditions are met:

a. The Participant has been in an employment status under which the

Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and

b. The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.

I. Cancellation due to enrollment in a Qualified Health Plan. A Pparticipant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage under the Employer's Plan if both of the following conditions are met:

a. The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan(as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and

b. The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.

J. CalPERS Health Plans. Employees who decline or cancel enrollment in CalPERS health plans may be allowed to enroll or re-enroll, pursuant to CalPERS rules and regulations, with a 90-day waiting period.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Benefit, or may not be modified with respect to the Medical Expense Reimbursement Benefit during the Plan Year.

~~4.02~~4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes applicable to Plan Benefits except the flexible spending accounts (medical reimbursement, dependent care) and are ~~, group health, dental, and vision insurance coverage~~ as follows:

A. Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the P~~p~~lan Y~~y~~ear, Participants may (i) make a corresponding increase in their S~~s~~alary R~~r~~eduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in S~~s~~pouse or D~~d~~ependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of an elective benefit package option under the Plan is insignificant, the P~~p~~articipant's salary reduction amount shall be adjusted, upon written notice to Participant.

B. Significant Curtailment of Coverage.

a. With no loss of coverage. If the coverage under an elective benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.

b. With loss of coverage. If there is a significant curtailment of coverage with loss of coverage of an elective benefit package, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.

C. Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a S~~s~~pouse, former S~~s~~pouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the S~~s~~pouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of S~~s~~pouse's plan or by the S~~s~~pouse's employer, or (2) optional changes are initiated by the S~~s~~pouse's employer or by the S~~s~~pouse through open enrollment.

D. Loss of coverage under other group health coverage. If during the Plan Year

coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her Sspouse or Ddependent.

4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan will not be a cash benefit under the Plan payable to the Participant. The sole exception is the cash payment that may be available to an Employee who declines health insurance coverage/full family health insurance coverage, in accordance with the applicable ~~collective bargaining agreement~~memorandum of understanding, contract, resolution, or City policy. If an employee declines health plan coverage, the Employee must provide certification of other group health insurance coverage or other requirements stated herein to receive the opt-out payment, which will be treated as taxable income as indicated in Item E of the Adoption Agreement.

The Employer may establish an Eligible Opt-Out Arrangement under this Plan as a condition to a Participant receiving a taxable cash amount in lieu of health insurance coverage/full family health insurance coverage, subject to meet and confer for any employees covered by a memorandum of understanding. The conditions that must be satisfied for an Eligible Opt-Out Arrangement are as follows:

(a) The Participant must have minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California);

(b) The Participant and all individuals in the Participant's expected tax family have (or will have) the required minimum essential coverage. A Participant's expected tax family includes all individuals for whom the Participant reasonably expects to claim a personal exemption deduction for the taxable year(s) that cover the Participant's plan year to which the opt-out arrangement applies;

(c) The Participant must provide reasonable evidence of the MEC for the applicable period. Reasonable evidence may include an attestation by the Participant;

(d) The Participant must provide the evidence/attestation every Plan Year;

(e) The Participant must provide the evidence/attestation no earlier than a reasonable time before coverage starts (e.g. open enrollment). The evidence/attestation may also be provided within a reasonable time after the Plan Year starts; and

(f) The opt-out payment cannot be made (and the Employer must not in fact make payment) if the Employer knows or has reason to know that the

Participant or tax family member does not have the alternative coverage.

~~4.03~~4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.

~~4.04~~4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.

~~4.05~~4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in an applicable memorandum of understanding, contract, resolution, or policy and as provided in this Plan.

SECTION V - GROUP MEDICAL INSURANCE BENEFIT

5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.

5.02 ELIGIBILITY: Eligibility will be as required in Item C of the Adoption Agreement and as provided in an applicable memorandum of understanding, contract, resolution, or policy.

5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1-7) of the Adoption Agreement, the CalPERS contract, and/or other CalPERS documents pertaining to the benefits.

5.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the CalPERS contract, ~~and/or~~ other CalPERS documents pertaining to the benefits and as provided in an applicable memorandum of understanding, contract, resolution, or policy.

5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.

5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.

5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant, and by Participant pursuant to a S~~s~~alary R~~r~~eduction agreement, as provided for in Item E of the Adoption Agreement.

5.08 COMPLIANCE WITH LAW: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the law, including but not limited to the Uniformed Services Employment and Reemployment Rights Act of 1994, the Family and Medical Leave Act, and the California Family Rights Act, as amended.

SECTION VI - GROUP DENTAL AND VISION BENEFIT

6.01 PURPOSE: This benefit provides dental and vision insurance benefits to Participants.

6.02 ELIGIBILITY: Eligibility will be as required in Item C of the Adoption Agreement and as provided by an applicable memorandum of understanding, contract, resolution, or policy.

6.03 DESCRIPTION OF BENEFITS: The benefits available will be as defined in Item F(2) of the Adoption Agreement, and the applicable contracts, policies, and enrollment documents.

6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Benefits shall be as described in the Adoption Agreement, applicable policies, contracts and enrollment documents~~,~~.

6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant, and by Participants pursuant to a Salary Reduction agreement, as provided for in Item E of the Adoption Agreement.

SECTION VII - LONG-TERM DISABILITY INSURANCE BENEFIT

7.01 PURPOSE: This benefit provides long-term disability insurance benefits to Participants and may as provided for in Item F(3) of the Adoption Agreement.

7.02 ELIGIBILITY: Eligibility will be as required in Item C of the Adoption Agreement and as provided by an applicable memorandum of understanding, contract, resolution, or policy.

7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(3) of the Adoption Agreement, and the applicable contracts, policies, and enrollment documents.

7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the long-term disability insurance benefit are described in the Adoption Agreement, and the applicable contracts, policies, and enrollment documents.

7.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VIII - ACCIDENTAL DEATH AND DISMEMBERMENT, GROUP AND INDIVIDUAL LIFE INSURANCE BENEFIT

8.01 PURPOSE: This benefit provides group life and AD&D insurance benefits to Participants and may provide certain individual policies as provided for in Item F(4) of the Adoption Agreement.

8.02 ELIGIBILITY: Eligibility will be as required in Item C of the Adoption Agreement and as provided by an applicable memorandum of understanding, contract, resolution, or policy.

8.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(4) of the Adoption Agreement, and the applicable contracts, policies, and enrollment documents.

8.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the AD&D and life insurance benefits are described in the Adoption Agreement, and the applicable contracts, policies, and enrollment documents.

8.05 SECTION 105, 106, 79 PLAN: It is the intention of the Employer that the premiums Employer pays for the group life insurance benefits described in Item F(4) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. Group life insurance benefits provided by Employer in excess of $50,000 will be treated as taxable income. It is also the intention of the Employer that the individual life and AD&D premiums paid for such benefits shall be eligible for exclusion from the gross income of the Participants as provided in Code Sections 104, 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.

8.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant, and by Participants pursuant to a Salary Reduction agreement, as provided for in Item E of the Adoption Agreement.

SECTION IX - FLEXIBLE SPENDING ARRANGEMENT- MEDICAL EXPENSE REIMBURSEMENT BENEFIT

9.01 PURPOSE: The Flexible Spending Arrangement, Medical Expense Reimbursement Benefit is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 9.04) that are not reimbursed under an insurance plan, or otherwise. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section IX shall be construed in a manner consistent with that intention.

9.02 ELIGIBILITY: The eligibility provisions are set forth in Item C of the Adoption Agreement and as provided by an applicable memorandum of understanding, contract, resolution, or policy.

9.03 TERMS, CONDITIONS, AND LIMITATIONS:

A. Accounts. The Administrator, or if appointed, the Reimbursement Recordkeeper, shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

B. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Code Section 125(i) (as adjusted from time to time by the IRS pursuant to Code Section 125(i))~~Item F(6) of the Adoption Agreement~~.

C. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose with an original bill or other proof of the expense forms for reimbursement of Eligible Medical Expenses ~~must be submitted~~and submit it no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant.

D. Funding. The funding of the Flexible Spending Arrangement, Medical Reimbursement Benefit shall be through contributions by the Employer from

its general assets to the extent of Elective Contributions directed by Participants pursuant to a Ssalary Rreduction agreement. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Benefit plan.

E. Use or Lose. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall not be carried over from one Plan Year to the next Plan Year, however, this Plan provides a Grace Period, see Section 9.05, below.

With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 9.03(E) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his or her termination date regardless if such Participant has any amounts of Employer Contributions remaining to his or her credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a Dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.

At the Employer's option, and to the extent allowed by the Internal Revenue Code and regulations, forfeited funds may be used to cover overpayments to other Participants, used for payment of reasonable plan administration expenses, used to reduce employee salary reduction amounts on a reasonable and uniform basis for the immediately following Plan Year, returned to Participants in the form of taxable cash in a reasonable and uniform basis, or returned to the Employer.

F. COBRA. To the extent required by Section 4980B of the Code ('COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the

current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

G. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Benefit plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.

~~G.~~H. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited ~~-~~to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Benefit, shall be available at all times during such Plan Year to reimburse the P~~p~~articipant for Eligible Medical Expenses To the extent contributions with respect to this Medical Expense Reimbursement Benefit are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Benefit by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.

~~H.~~I. Compliance with Applicable Law. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with applicable law, including but not limited to provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994, the Family Medical Leave and the California Family Rights Act, as amended.

~~I.~~J. Proration of Limit. The maximum contribution amount specified in 9.03(B)~~Section F.6 of the Adoption Agreement~~ shall be prorated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such maximum contribution amount will be prorated by dividing the annual maximum contribution amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.

~~J. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Benefit plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Benefit plan as a student at a post-secondary educational institution will not terminate due to a medically~~

~~necessary leave of absence before a date that is the earlier of:~~

- ~~the date that is one year after the first day of the medically necessary leave of absence; or~~
- ~~the date on which such coverage would otherwise terminate under the terms of the Plan.~~

~~For purposes of this paragraph, "medically necessary leave of absence" means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Benefit plan. A written certification must be provided by a treating physician of the Ddependent child to the Plan in order for the continuation coverage requirement to apply. The physician's certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.~~

9.04 ELIGIBLE MEDICAL EXPENSES:

A. Eligible Medical Expense in General. The phrase 'Eligible Medical Expense' means any expense incurred by a Participant, his or her Spouse, or any of his or her Dependents (subject to the restrictions in Sections 9.04(B) ~~and (C)~~) during a Plan Year that (i) qualifies as an expense incurred by the Participant, Spouse, or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan or otherwise. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan.

B. Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant's Spouse or Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.

~~C. Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.05(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.05(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 9.04(B)).~~

9.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit

cards ("Debit Cards") for reimbursement of Eligible Medical Expenses under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply.

9.05.1 Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:

A. If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.

B. If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.

9.05.2 Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (A) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.

9.05.3 Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:

A. First, upon identification of the improper payment, the ~~Eligible Employee~~Participant will be required to pay back to the Plan an amount equal to the improper payment.

B. Second, where the ~~Eligible Employee~~Participant does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the ~~Eligible Employee's~~Participant's wages or other compensation to the extent consistent with applicable law.

C. Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.

D. If the above correction efforts prove unsuccessful, or are otherwise unavailable, the ~~Eligible Employee~~Participant will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as

it would any other business indebtedness.

9.05.3.1 Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in Rev. Rul. 2003-43, and this Section 9.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

9.06 GRACE PERIOD: Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Expense Reimbursement Benefit plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if Pparticipant is enrolled in current Plan Year.

9.07 QUALIFIED RESERVIST DISTRIBUTIONS: Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Benefit plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

SECTION X - DEPENDENT CARE FLEXIBLE SPENDING ARRANGEMENT

10.01 PURPOSE: The Dependent Care Flexible Spending Arrangement is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section X shall be construed in a manner consistent with that intention.

10.02 ELIGIBILITY: The eligibility provisions are set forth in Item C of the Adoption Agreement and as provided in an applicable memorandum of understanding, contract, resolution, or policy.

10.03 TERMS, CONDITIONS, AND LIMITATIONS:

A. Accounts. The Administrator, or if appointed, the Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

~~B.~~ Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth by Code Section 129 ($5,000 per Plan Year if the Participant is single or married and filing a joint return, or $2,500 per Plan Year if the Participant is married and filing separately) ~~in Item F(5) of the adoption agreement~~.

For purpose of this Section X, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's Sspouse who is physically or mentally incapable of self-care as described in Section 10.04(A)(b) or a Sspouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such Sspouse is so disabled (or a full-time student). The amount of such deemed earned income shall be $250 per month in the case of one Dependent and $500 per month in the case of two or more Dependents, or as otherwise established by the Internal Revenue Code or regulations.

~~C.~~B. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose with an original bill or other proof of the expense from an independent third party. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following

the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XIII.

~~D.~~ Funding. The funding of the Dependent Care ~~Reimbursement Plan~~Flexible Spending Arrangement shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants pursuant to a Ssalary R~~r~~eduction agreement. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care ~~Expense Reimbursement Plan~~Flexible Spending Arrangement.

C.

~~E.~~D. Use or Lose. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and shall not be carried over from one Plan Year to the next Plan Year. At the Employer's option, and to the extent allowed by the Internal Revenue Code and regulations, forfeited funds may be used for payment of reasonable plan administration expenses, used to reduce employee salary reduction amounts on a reasonable and uniform basis for the immediately following Plan Year, and/or returned to Employer.

~~F.~~E. Nondiscrimination. Benefits provided under this Dependent Care Flexible Spending Arrangement ~~Reimbursement Plan~~ shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their D~~d~~ependents, as provided in Code Section 129.

10.04 DEFINITIONS:

A. "Dependent" (for purposes of this Section X) means any individual who is:

a. a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or

b. a D~~d~~ependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the S~~s~~pouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Flexible Spending Arrangement~~Reimbursement Benefit plan~~, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or

nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.

B. "Dependent Care Center" (for purposes of this Section X) shall be a facility which:

a. provides care for more than six individuals (other than individuals who reside at the facility);

b. receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and

c. satisfies all applicable laws and regulations of a state or unit of local government.

C. "Eligible Dependent Care Expenses" (for purposes of this Section X) shall mean expenses incurred by a Participant which are:

a. incurred for the care of a Dependent of the Participant or for related household services;

b. paid or payable to a Dependent Care Service Provider; and

c. incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a Dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the Spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

D. "Dependent Care Service Provider" (for purposes of this Section X) means:

a. a Dependent Care Center, or

b. a person who provides care or other services described in Section 10.04(B) and who is not a related individual described in Section 129(c) of the Code.

SECTION XI - SUPPLEMENTAL PROGRAM BENEFITS

11.01 PURPOSE: This benefit provides supplemental accident and health benefits to Participants.

11.02 ELIGIBILITY: Eligibility will be as required in Item C of the Adoption Agreement and any applicable memorandum of understanding, contract, resolution, or policy.

11.03 DESCRIPTION OF BENEFITS: The supplemental elective benefits available under this Plan include but are not limited to the following: accident insurance, cancer coverage, short term disability, critical illness insurance, and hospital indemnity. The benefits are more specifically described in Item F(7) of the Adoption Agreement, and the applicable contracts, policies, and enrollment documents.

11.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of these supplemental program benefits are described in the Adoption Agreement, and the applicable contracts, policies, and enrollment documents.

11.05 SECTION 105, 106 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(7) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104, 105 and 106, and all provisions of these benefit programs shall be construed in a manner consistent with that intention.

11.06 CONTRIBUTIONS: Contributions for the supplemental benefit programs will be provided by the Employer on behalf of a Participant, or by Participants, as provided for in Item E of the Adoption Agreement

SECTION XII AMENDMENT AND TERMINATION

12.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered Dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

12.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XIII - ADMINISTRATION

13.01 NAMED FIDUCIARIES: The named fiduciary is the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.

13.02 APPOINTMENT OF RECORDKEEPER AND/OR THIRD-PARTY ADMINISTRATOR: The Employer may appoint a Recordkeeper and/or a third-party administrator delegating the authority and responsibility of performing recordkeeping and/or administrative services, or other ministerial duties under this Plan. The Recordkeeper and/or administrative services provider shall serve at the pleasure of, and may be removed by, the Employer without cause. If a third-party is appointed to provide recordkeeping, administrative services, or other ministerial duties for the Flexible Spending Arrangements, the Employer may establish reasonable fees for such administrative services, which may be charged to Participants in the Flexible Spending Arrangements.

13.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:

A. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.

B. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code the regulations promulgated thereunder, and any applicable California laws.

C. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

13.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Employer as Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.

13.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct.

13.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

13.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.

13.08 CLAIM FOR BENEFITS & APPEALS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit. The claims procedures, including the time frames for submitting claims, are set forth in the governing documents for each Benefit program.

13.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan.

13.09.1 Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 13.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the Participant filing the claim ("claimant") shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by

which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

13.09.2 Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

13.09.3 Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

13.10 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

13.11 PROTECTED HEALTH INFORMATION. The provisions of this Section XIII will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. As a group health plan under Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Medical Expense Reimbursement Plan shall comply with the standards for privacy of protected health information as set forth under HIPAA set forth in subpart E of 45 CFR Part 164. The Plan may disclose Protected Health

Information ("PHI") to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Administrator and if applicable, the third-party administrator and/or Recordkeeper will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractor to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Administrator respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan Administrator any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Administrator still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR

Section 164.504 is established.

For purposes of this Section, "PHI" is "Protected Health Information" as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of "Protected Health Information" in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIV - MISCELLANEOUS PROVISIONS

14.01 INSURED BENEFITS, FUNDING, AND BENEFIT PAYMENTS. The benefits provided under the Plan through contracts shall be provided by insurance companies, health care service plans or other service providers with which the Employer or the Administrator on behalf of the Plan, contracts from time to time in order to provide such benefits under the Plan. Employer shall have no obligation under this Plan, with respect to benefits provider under contract, beyond the payment of the Employer's share of the appropriate premium and the remittance of each eligible Employee's share of the premium to the appropriate third party to the extent that such premiums have been paid to the Employer by the Employee or withheld from the Employee's wages pursuant to the terms of this Plan. The benefits provided under a contract shall be funded through and benefits provided under and in accordance with the provisions of the contracts. Such contracts shall be maintained by Employer or the Administrator, on behalf of the Plan. The benefits provided under a contract shall be paid by the insurance companies, health care service plans or other service providers in accordance with the provisions of the contracts. The Employer shall not be responsible for the validity of any contract or any policy issued by any provider of coverage, or for the failure on the part of any provider of coverage, other than the Employer, to make payments provided for under any such contract, or for the action of any person that may delay or render void or unenforceable, in whole or in part, any such contract.

14.02 COMPLIANCE WITH FEDERAL AND STATE LAW. Each Benefit program will comply to the extent possible with the requirement of all applicable laws.

14.03 INABILITY TO LOCATE PAYEE: If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

14.04 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.

14.05 NO GUARANTEE OF TAX CONSEQUENCES: Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant, Spouse, or a Dependent under the Plan will be excludable from the Participant's, Spouse's, or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant, Spouse, or Dependent.

14.06 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.

14.07 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.

14.08 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.

14.09 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.

14.10 CONSTRUCTION OF THE LAW. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the Internal Revenue Code of 1986 (as amended), and the laws of the State of California. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Municipal Tax Services and Program Administration Contract

Date: January 14, 2025

Submitted By: Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Awarding the Property Tax Service Contract to HdL Coren & Cone and Authorizing the City Manager to Execute the Contract.
B. Adopt a Resolution of the City Council of the City Rocklin Awarding the Sales and Use Tax, Transient Occupancy Tax, Short-Term Rental, and Business License Tax and Administration Services Contract to HdL Companies and Authorizing the City Manager to Execute the Contract.

Background:

A comprehensive understanding of the City of Rocklin's largest revenue sources, such as property tax and sales and use tax, is crucial for effective fiscal management, strategic planning, and maintaining public trust. Accurate revenue projections help the City plan its budget more effectively, manage financial risks, and prioritize essential services. These assessments also allow the City to identify trends, reduce over-reliance on specific revenue streams, and uncover areas where revenue collection can be improved.

To achieve these goals, the City of Rocklin has partnered with consultants for property tax, sales and use tax, transient occupancy tax, and short-term rental programs. These consultants provide specialized expertise, advanced analytical tools, and an in-depth understanding of tax laws and market trends that may not be readily available within City staff. This collaboration ensures accurate assessments, strengthens compliance, and enhances revenue recovery efforts. By leveraging outside expertise, City staff can focus on delivering core services and addressing the community's needs. This approach supports Rocklin's commitment to fiscal stability and transparency.

On August 23, 2024, the City released a Request for Proposals for property tax, sales and use tax, transient occupancy tax, short-term rental, and business license tax services and administration. The City received proposals on September 20, 2024, with one proposal submitted for property tax services and two proposals for the other tax services.

The evaluation committee conducted a thorough review of each submission, considering factors such as firm qualifications and experience, team expertise, understanding of the scope of services, quality control processes, project approach and timeline, completeness of the proposal, and cost. Based on this evaluation, two firms were invited to interviews. An interview was not required for HdL Coren & Cone, as they were the sole bidder for property tax services.

HdL Coren & Cone is determined to be the most responsive and responsible bidder for property tax services. For the remaining services (sales and use tax, transient occupancy tax, short-term rentals, and business license tax and administration), HdL Companies is determined to be the most responsive and responsible bidder after the evaluation and interview process.

Currently, the City manages Business License Tax and Administration services in-house using software procured from HdL Companies. Staff determined that transitioning the administration of the program to HdL Companies offers significant advantages. HdL provides a robust system that can efficiently route business license applications to various City stakeholders, ensuring other regulatory requirements are met. This approach enhances communication with individuals and businesses looking to operate in Rocklin by helping them navigate necessary permits and licenses. Additionally, HdL's dedicated support team will manage and administer the business license program, ensuring consistency and efficiency. Their compliance and audit teams will assist in bringing non-compliant businesses into compliance, provide timely and more frequently renewal notifications, and offer a dedicated call center Monday-Friday, 8 a.m. to 5 p.m., to support business owners.

To address potential impacts on staff resulting from the proposed changes, the Human Resources Division facilitated a meet-and-confer process with the Public Services Employee Bargaining Unit (AFSCME), which expressed support for the proposal.

Staff recommends awarding the Property Tax Services Contract to HdL Coren and Cone for a five-year term, with total compensation of $125,000. Additionally, staff recommends awarding the Sales and Use Tax, Transient Occupancy Tax, Short-Term Rental, and Business License Tax and Administration Services contract to HdL Companies for a five-year term, with total compensation of $840,000.

Fiscal Impact:
Sufficient funds are available in the Fiscal Year 2024/25 Operating Budget for the cost of the initial year. Budgets for subsequent years will be included in each fiscal year's budget.

ATTACHMENTS:
1. Resolution A
2. Resolution A Exhibit A - Contract with HdL Coren & Cone
3. Resolution B
4. Resolution B Exhibit A - Contract with HdL Companies

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE PROPERTY TAX SERVICE CONTRACT TO HDL COREN & CONE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS, the City of Rocklin (City) seeks to partner with a property tax consultant with specialized expertise, advanced analytical tools, and a comprehensive understanding of tax laws and market trends. This partnership aims to ensure accurate property assessments, enhance compliance, and optimize revenue recovery efforts.; and

WHEREAS, on August 23, 2024, the City released a Request for Proposal (RFP) and received one proposal from HdL Coren & Cone for property tax services on September 20, 2024. The proposal was evaluated based on various factors, including the firm's qualifications and experience, team expertise, understanding of the Scope of Services, quality control processes, project approach and timeline, proposal completeness, and cost. Following this evaluation, HdL Coren & Cone was determined to be the responsible and responsive bidder; and

WHEREAS, staff recommends awarding the Property Tax Services Contract to HdL Coren & Cone for the term of five (5) years for a total compensation amount of $125,000.

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

Section 1. The Property Tax Services contract is hereby awarded to HdL Coren & Cone, in the form attached hereto as Exhibit A, and the City Manager is authorized to execute the contract.

PASSED AND ADOPTED this 14th day of January, 2025 by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

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CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and HdL Coren & Cone "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this Agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this Agreement at the times and in the manner set forth in the Scope of Work, Exhibit A, the Schedule of Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of One Hundred Twenty-Five Dollars ($125,000)**.

B. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. Reimbursable expenses shall be limited to actual expenditures of Contractor for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

C. Contractor shall submit all billings/invoices for services to City in the manner specified in Exhibit B. Contractor's fees shall be as specified in the Scope of Work, Exhibit A or the Schedule of Fees as set forth in Exhibit C. All invoices submitted by Contractor shall contain the following information:

i. Job/project name or description;
ii. City's current purchase order and/or work order number (if applicable);
iii. Contractor's invoice number;
iv. Date of invoice issuance;
v. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
vi. Amount of invoice, itemizing all authorized reimbursable expenses; and
vii. Total billed to date under agreement.

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D. City shall make payment to Contractor net 30 days from receipt of an acceptable invoice. If Contractor's performance is not in conformity with the Scope of Work, Exhibit A, or the Schedule of Performance, Exhibit B, or the provisions set forth above, payments may be delayed or denied, unless the Contractor's failure to perform is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 4. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above, or as set forth in the Schedule of Performance.

E. During performance of the agreement and for a period of three (3) years after completing all services, Contractor shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Contractor's costs for all services performed under this Agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

F. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

3. FACILITIES AND EQUIPMENT

Contractor shall at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform services pursuant to this Agreement. City shall furnish to Contractor, only the facilities and equipment listed in Exhibit A (if any) according to any terms and conditions set forth in Exhibit A.

4. TERM OF CONTRACT

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect until **December 31, 2029** unless sooner terminated as provided herein.

B. The services of Contractor are to commence upon execution of this Contract and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit B**.

5. SUSPENSION/TERMINATION

A. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving written notice of suspension to Contractor. If City gives such notice, Contractor shall immediately suspend its activities under this Agreement.

B. This Contract may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

i. Contractor shall immediately cease rendering services pursuant to this Agreement;

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ii. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this Agreement;

iii. City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

6. INDEPENDENT CONTRACTOR

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

7. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

8. EXTENSIONS OF TIME

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 7.

9. PROPERTY OF CITY

It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or

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Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

10. COMPLIANCE WITH ALL LAWS

Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, all applicable laws, ordinances, and codes of federal, State and local governments, which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

For all leases and purchases of materials, equipment, supplies or other tangible personal property used to perform the agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit or Seller's Permit from the California State Board of Equalization, in accordance with the applicable SBE criteria and requirements. This provision applies in all instances unless prohibited by the funding source for the agreement.

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in Exhibit A in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor is duly licensed, qualified and experienced to perform the services set forth in the Scope of Services, Exhibit A. Contractor represents and warrants that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this Agreement. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits and approvals that are legally required for Contractor to practice its profession or provide such services. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State.

C. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this Agreement as is necessary for the satisfactory and timely performance of Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

D. All products of whatsoever nature that Contractor delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any scope of services or schedule of performance specified in Exhibits A or B.

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E. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify City in writing, of any other changes in Contractor's staff assigned to perform the services required under this Agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this Agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

F. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research. Contractor shall be liable for any expenses thereby incurred.

12. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

13. ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City. The City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

14. INTEREST IN CONTRACT

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted

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by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

15. MATERIALS CONFIDENTIAL

To the extent permitted by law, all of the materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

16. LIABILITY OF CONTRACTOR-NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

17. INDEMNITY AND LITIGATION, COSTS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City, its officers, officials, agents, employees and volunteers against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from all acts or omissions of Contractor, or its officers, agents or employees in rendering services under this Agreement; excluding however, such liability, claims, losses, damages or expenses arising from the City's sole negligence, or willful acts. The provisions of this paragraph shall survive termination or suspension of this Contract. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance requirements of this Agreement. City approval of the Insurance required by this Agreement does not in any way relieve the Contractor from liability under this section.

18. CONTRACTOR TO PROVIDE INSURANCE

Contractor agrees to have and maintain the policies set forth below, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

A. **Minimum Scope and Limit of Insurance**

i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the

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general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability**: Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

iii. **Workers' Compensation** as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. If Contractor has no employees, Contractor must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers' compensation benefits.

iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Professional liability coverage shall extend for at least five years after completion of the Contractor's services under this Agreement.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. **Additional Insured Status**. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

ii. **Primary Coverage**. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Umbrella or Excess Policy**. The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess Policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies

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maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

iv. **Notice of Cancelation**. Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days' for notice of cancelation due to non-payment.

v. **Waiver of Subrogation**. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

vi. **Self-Insured Retentions**. Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

vii. **Acceptability of Insurers**. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

viii. **Claims Made Policies**. If any of the required policies for professional liability insurance provide claims-made coverage:

a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work.

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

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

ix. **Verification of Coverage**. Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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x. **Subcontractors**. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

xi. **Special Risks or Circumstances**. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19. GENERAL/MISCELLANEOUS PROVISIONS

A. **Contract Documents**. This Agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity**. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records**. Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

D. **Entire Agreement**. This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration or modification of this Agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. **Severability**. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver**. Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be

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construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. **Notice**. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:
City of Rocklin
Finance Division
3970 Rocklin Road
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor:
HdL Coren & Cone
120 South State College Blvd., STE 200
Brea, CA 92821

H. **Enforcement of Agreement**. This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

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

J. **Power and Authority to Enter into Agreement**. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

K. **Counterparts; Electronic Signatures**. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include digital electronic signatures (DocuSign). The use of digital electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received,

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or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

L. **Exhibits**. All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

CONTRACTOR

By: DocuSigned by: Paula Cone 7B7696DF768C432...
Paula Cone, President

By: Signed by: Nichole Cone-Morishita 3341[4475BE7487...
Nichole Cone-Morshita, CFO

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Avinta Singh, City Clerk

APPROVED AS TO FORM:

By: Signed by: Matthew McOmber 3496B8242C674E3...
Matthew McOmber, City Attorney

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EXHIBIT A

Scope of Work

1. Property Tax Services

    a. Contractor will provide a web-based software application to City that is a user-friendly tool to access the City's property tax data. Contractor updates the data portion of the product on a monthly basis to reflect changes in ownership, updated appeals filings, and deed recordings. As modifications and enhancements are made to the program, City will receive the enhanced version of the software at no additional cost.

    b. Training will be provided to City staff within the first two months after the execution of the agreement for property tax management and audit services and is available annually for new staff members or staff requiring a refresher course. If additional training sessions are required, the fees outlined in Exhibit C under hourly fees will be charged.

    c. The help manual available within the program is easy to navigate and user friendly. Contractor staff is available Monday through Friday, 8 AM to 5 PM to answer questions and assist City staff on the use of the software. Assistance is available either by phone or via email.

    d. City will be granted a site license for the application, providing no limit to the number of users. Contractor will not charge an annual maintenance fee for the software program. Periodically, as the program changes and product enhancements are developed, upgrades or new releases of the software are issued at no additional cost to City.

2. Successor Agency Services

    Successor Agency Services include but not limited:

    a. Annual tax increment projections and, as requested, cash flow analysis for the Successor Agency by Project Area.

    b. Review of Redevelopment Obligation Payment Schedules (ROPS) as requested.

    c. Provide property tax information to the Oversight Board at the direction of the Successor Agency.

    d. Provide access to the Oversight Board to City and former redevelopment agency documents at the direction of the Successor Agency.

    e. Monitor the County distribution of tax-sharing revenues to the taxing entities of the former redevelopment agency.

    f. Advice and consultation on the City/Successor Agency's preparation of required reports, such as revenue projections; review of Recognized Obligation Payment

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Schedules (ROPS), submittals to the Oversight Board and/or County or State agencies, and new or revised legislative requirements.

g. Analysis of legislative and judicial matters impacting Redevelopment Property Tax Trust

h. Fund (RPTTF) revenues to the Successor Agency and to the City.

3. Reports and Information Provided

a. Contractor shall provide up-dated reports each quarter listing property tax appeals filed on properties in the City and Project Areas, list property tax transfers that have occurred since the last report and update the computer program parcel transfer data.

b. Annual reports shall be made available and be presented by a principal or associate of the Consultant to any City staff member interested in the detailed analysis including property tax revenue estimates performed by the Contractor of the City's annual property assessed values released by the assessor. Since property tax data is not confidential, these reports can be shared with staff.

c. Consultant also serves as the City's property tax staff for consultation and questions related to budgeting, revenue collection, the mechanics of property tax allocation and potential changes in the legislation that may impact local agencies.

d. Contractor shall provide reports listing property tax appeals filed on properties in the City and former Redevelopment Agency (RDA) project areas. These reports are prepared for both the City General Fund and Successor Agency and include a history of all appeals filed; the disposition of those appeals, successful appeals, pending appeals, and a report to assist the City/Successor Agency in determining the potential impact of pending appeals.

e. A listing of property transfers that have occurred since the last report will be available through the software provided and updated on a monthly basis. This data will include the new owner/seller of the property, new mailing address if not the situs address, the date of sale, the sale price when verified, document number, and transaction type.

f. The average and median single family sale price report will be sent to City quarterly and includes the same data for all client agencies within the same County.

g. Contractor will provide the following reports based on the current year lien date rolls and will provide the reports annually, quarterly or monthly as appropriate: Reports are also available from prior years if requested.

i. A five-year history of the values within the City, and custom (City defined) geographic areas.

ii. A listing of the largest value changes, positive and negative between tax years.

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iii. An annual parcel listing of properties with parcel number changes between tax years identifying parcel splits and combines.

iv. A listing of the major property owners for the City including the combined assessed values of their property and property use code designation.

v. A listing and summary of property transfers which occurred since the lien date ordered by month.

vi. A listing of parcels that have not changed ownership since the enactment of Proposition 13.

vii. A comparison of property within the City by county use-code designation.

viii. A multiple year comparison of growth by use code designation over a 5-year period.

ix. A listing by parcel of new construction activity to identify non-residential parcels with new construction activity and to provide reports for use in the City's preparation of Proposition 4 and 111 State Appropriation Limit calculations.

x. A listing of absentee owner parcels.

xi. Calculate an estimate of property tax revenue anticipated to be received for the current fiscal year by the City based upon the initial information provided by the County and subject to modification. This estimate shall not be used to secure the indebtedness of the City.

xii. Analyses based on geo areas designated by the City to include assessed valuations and square footage computations for use in economic analysis and community development planning.

xiii. Tracking of Proposition 8 reductions and restorations

xiv. Median sale price data for current year and prior years for comparison

xv. One and five-year budget projections for the City General Fund, Successor Agency, special districts, and Vehicle License Fee in Lieu revenues. This report is interactive for tax modeling.

xvi. Newsletter summary for public and elected distribution.

4. Analysis and Identification of Misallocation Errors

    a. Contractor shall provide analysis and misallocation error reports.

    b. Contractor shall reconcile the annual auditor-controller assessed valuation report to the assessor’s lien data rolls and identify discrepancies.

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c. Contractor shall review parcel on the unsecured Property Tax Roll to identify inconsistencies such as value variations, values being reported to a mailing address rather than a situs address, and errors involving Project Tax Rate Areas (TRA).

d. Contractor shall track property transfers and new construction completions to determine if reassessment was performed within a reasonable time. The City will be notified of parcels which have failed to be reassessed.

5. Ongoing Consultation

a. Throughout the term of the agreement, Contractor shall serve as the City's and Agency's resource staff on questions relating to property tax and assist in estimating current year property tax revenues. This includes being "on-call" to assist with any property tax issues.

b. Ongoing consultation would include, but not limited to inquiries resolved through use of the City data base. All requests for information based upon the County's property tax data sets are provided without additional costs.

c. The methodology that the Consultant follows in identifying, correcting and recovering property tax errors include the following:

i. Establishment of County Data Set

ii. Identify and Correct Errors

iii. Prepare Reports

iv. Ongoing Analysis

d. Contractor monitors and reports on issues related to property tax and coordinates with City Staff in connection with passed and potential property tax legislation and regulations.

6. Optional Services

a. Special reports, additional research, or requests requiring additional computer programming may be requested for the fees outlined under the Additional Services section in Exhibit C. No optional work shall be performed without prior written approval by the City.

b. Attendance at City and/or Successor Agency meetings will be billed at the hourly rates as outlined in Exhibit C.

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EXHIBIT B
Schedule of Performance

This agreement shall continue in effect until December 31, 2029 unless sooner terminated. Any extension to the agreement shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Agreement.

1. Timeline for Property Tax Analysis and Audit Services

    a. County assessment rolls are purchased annually in July.

    b. The property data program will be available for access via the internet within 30 days of the execution of the agreement. Parcel data will be updated monthly to include the most current ownership information due to parcel transfers.

    c. The first secured audit will be performed and submitted to the Assessor no later than 60 days from the date of the contract. Future audits will be performed no less than once every two years and submitted no later than March 1st.

    d. The unsecured audits for the City will be completed and submitted to the County Assessor for corrective action within 120 days of receipt of county rolls. The City will receive file copies of submittals simultaneous with submissions to the County Assessor.

    e. Data collection from the county assessor's and auditor controller's offices for reports is performed in August and September each year and preliminary reports will be delivered to the City prior to the end of January annually.

    f. The final tax ratio percentages are available from the auditor controller's office annually in February/March. Final reports will be prepared and delivered prior to the end of April annually.

2. Upon approval of the contract, Contractor will perform an analysis of the Assessor Rolls to identify all parcels on both the secured and unsecured tax rolls and verify that parcel assessed valuations and the resulting taxes are correctly allocated to the City or its Successor Agency. This analysis is accomplished through the use of specialized computer software, assessor maps, City GIS maps, City records, other pertinent documents, and field investigations. The review will include the lien date secured and unsecured data for the current tax year as well as historical data back for a total of two (2) tax years and be performed no less than every other year.

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EXHIBIT C
Schedule of Fees

Contractor's standard fixed fee (the "Base Fixed Fee") for property tax services is $4,320 per quarter, ($17,280 per year). The Based Fixed Fee shall be adjusted annually by the California Consumer Price Index (CCPI) California Urban Consumers index for all items as determined by the California Department of Industrial Relations as measured from February to February.

In addition to the Base Fixed Fee, Contractor will charge a contingent fee of 25% of net tax revenues recovered for the City through the audits Contractor performs. Net tax revenues mean the taxes received by the City through Contractor's audit efforts.

Additional Services:

Optional work requested by the City will be charged on a time-and-material basis. No work shall be performed without prior written approval by the City. Fees for these services are as follows:

	Hourly Rate
Partner	$250
Principal	$225
Programmer	$200
Associate	$175
Senior Analyst	$125
Analyst	$90
Administrative	$70

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EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

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

CONTRACTOR

DocuSigned by:
By: Paula Cone
7B7696DE768C432...
Paula Cone, President

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE SALES AND USE TAX, TRANSIENT OCCUPANCY TAX, SHORT-TERM RENTAL, AND BUSINESS LICENSE TAX AND ADMINISTRATION SERVICES CONTRACT TO HDL COMPANIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT

WHEREAS, the City of Rocklin (City) seeks to partner with a municipal tax consultant with specialized expertise, advanced analytical tools, and a comprehensive understanding of tax laws and market trends. This partnership aims to ensure accurate property assessments, enhance compliance, and optimize revenue recovery efforts.; and

WHEREAS, on August 23, 2024, the City released a Request for Proposal (RFP) and received two proposals on September 20, 2024. The proposals were evaluated based on various factors, including the firm's qualifications and experience, team expertise, understanding of the scope of services, quality control processes, project approach and timeline, proposal completeness, and cost. Following this evaluation, HdL Companies was determined to be the responsible and responsive bidder; and

WHEREAS, staff recommends awarding the Municipal Tax and Administration services Contract to HdL Companies for the term of five (5) years for a total compensation amount of $840,000.

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

Section 1. The contract for Sales and Use Tax, Transient Occupancy Tax, Short-Term Rental, and Business License Tax Services and Administration is hereby awarded to HdL Companies in a form substantially similar to Exhibit A attached hereto, and the City Manager is authorized to execute the contract.

PASSED AND ADOPTED this 14th day of January, 2025 by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and HdL Companies "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this Agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this Agreement at the times and in the manner set forth in the Scope of Work, Exhibit A, the Schedule of Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of Eight Hundred Forty Thousand Dollars ($840,000)**.

B. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. Reimbursable expenses shall be limited to actual expenditures of Contractor for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

C. Contractor shall submit all billings/invoices for services to City in the manner specified in Exhibit B. Contractor's fees shall be as specified in the Scope of Work, Exhibit A or the Schedule of Fees as set forth in Exhibit C. All invoices submitted by Contractor shall contain the following information:

i. Job/project name or description;
ii. City's current purchase order and/or work order number (if applicable);
iii. Contractor's invoice number;
iv. Date of invoice issuance;
v. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
vi. Amount of invoice, itemizing all authorized reimbursable expenses; and
vii. Total billed to date under agreement.

D. City shall make payment to Contractor net 30 days from receipt of an acceptable invoice. If Contractor's performance is not in conformity with the Scope of Work, Exhibit A, or the Schedule of Performance, Exhibit B, or the provisions set forth above, payments may be delayed or denied, unless the Contractor's failure to perform is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 4. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above, or as set forth in the Schedule of Performance.

E. During performance of the agreement and for a period of three (3) years after completing all services, Contractor shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Contractor's costs for all services performed under this Agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

F. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

3. FACILITIES AND EQUIPMENT

Contractor shall at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform services pursuant to this Agreement. City shall furnish to Contractor, only the facilities and equipment listed in Exhibit A (if any) according to any terms and conditions set forth in Exhibit A.

4. TERM OF CONTRACT

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect until **December 31, 2029** unless sooner terminated as provided herein.

B. The services of Contractor are to commence upon execution of this Contract and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit B**.

5. SUSPENSION/TERMINATION

A. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving written notice of suspension to Contractor. If City gives such notice, Contractor shall immediately suspend its activities under this Agreement.

B. This Contract may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

i. Contractor shall immediately cease rendering services pursuant to this Agreement;

ii. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this Agreement;

iii. City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

6. INDEPENDENT CONTRACTOR

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

7. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

8. EXTENSIONS OF TIME

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 7.

9. PROPERTY OF CITY

It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or

Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

10. COMPLIANCE WITH ALL LAWS

Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, all applicable laws, ordinances, and codes of federal, State and local governments, which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

For all leases and purchases of materials, equipment, supplies or other tangible personal property used to perform the agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit or Seller's Permit from the California State Board of Equalization, in accordance with the applicable SBE criteria and requirements. This provision applies in all instances unless prohibited by the funding source for the agreement.

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in Exhibit A in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor is duly licensed, qualified and experienced to perform the services set forth in the Scope of Services, Exhibit A. Contractor represents and warrants that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this Agreement. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits and approvals that are legally required for Contractor to practice its profession or provide such services. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State.

C. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this Agreement as is necessary for the satisfactory and timely performance of Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

D. All products of whatsoever nature that Contractor delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any scope of services or schedule of performance specified in Exhibits A or B.

E. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify City in writing, of any other changes in Contractor's staff assigned to perform the services required under this Agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this Agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

F. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research. Contractor shall be liable for any expenses thereby incurred.

12. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

13. ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City. The City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

14. INTEREST IN CONTRACT

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted

by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

15. MATERIALS CONFIDENTIAL

To the extent permitted by law, all of the materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

16. LIABILITY OF CONTRACTOR-NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

17. INDEMNITY AND LITIGATION, COSTS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City, its officers, officials, agents, employees and volunteers against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from all acts or omissions of Contractor, or its officers, agents or employees in rendering services under this Agreement; excluding however, such liability, claims, losses, damages or expenses arising from the City's sole negligence, or willful acts. The provisions of this paragraph shall survive termination or suspension of this Contract. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance requirements of this Agreement. City approval of the Insurance required by this Agreement does not in any way relieve the Contractor from liability under this section.

18. CONTRACTOR TO PROVIDE INSURANCE

Contractor agrees to have and maintain the policies set forth below, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

A. Minimum Scope and Limit of Insurance

i. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the

general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. **Automobile Liability**: Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

iii. **Workers' Compensation** as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. If Contractor has no employees, Contractor must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers' compensation benefits.

iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Professional liability coverage shall extend for at least five years after completion of the Contractor's services under this Agreement.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. **Additional Insured Status**. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

ii. **Primary Coverage**. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Umbrella or Excess Policy**. The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess Policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies

maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

iv. **Notice of Cancelation**. Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days' for notice of cancelation due to non-payment.

v. **Waiver of Subrogation**. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

vi. **Self-Insured Retentions**. Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

vii. **Acceptability of Insurers**. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

viii. **Claims Made Policies**. If any of the required policies for professional liability insurance provide claims-made coverage:

a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work.

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

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

ix. **Verification of Coverage**. Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

x. **Subcontractors**. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

xi. **Special Risks or Circumstances**. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19. GENERAL/MISCELLANEOUS PROVISIONS

A. **Contract Documents**. This Agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity**. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records**. Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

D. **Entire Agreement**. This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration or modification of this Agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. **Severability**. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver**. Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be

construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. **Notice**. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:
City of Rocklin
Finance Division
3970 Rocklin Road
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor:
HdL Companies
120 South State College Blvd., STE 200
Brea, CA 92821

H. **Enforcement of Agreement**. This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

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

J. **Power and Authority to Enter into Agreement**. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

K. **Counterparts; Electronic Signatures**. This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, shall include digital electronic signatures (DocuSign). The use of digital electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received,

or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

L. **Exhibits**. All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

CONTRACTOR

By: _____
Andy Nickerson, President

By: _____
[Name, Title]

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Avinta Singh, City Clerk

APPROVED AS TO FORM:

By: _____
Matthew McOmber, City Attorney

EXHIBIT A

Scope of Work

1. Sales and Use Tax Consulting Services

A. Sales and Use Tax and Economic Analysis/Forecasting Services/Reports

i. CONTRACTOR shall establish a special database identifying the name, address, and quarterly allocations of all sales tax producers within the City. This database shall be utilized to generate special reports to City on major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.

ii. CONTRACTOR shall provide periodic updated reports to City identifying changes in sales by individual businesses, business groups and categories, and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. CONTRACTOR shall meet quarterly by in person or virtually with City.

iii. CONTRACTOR shall provide following each calendar quarter a summary analysis for City to share with Council Members, Chamber of Commerce, other economic development interest groups and the public that analyze City's sales tax trends by major groups and geographic areas without disclosing confidential individual tax records.

iv. CONTRACTOR shall establish a special database with California Department of Tax and Fee Administration ("CDTFA") registration data for businesses within applicable district boundaries holding seller's permit accounts.

v. CONTRACTOR shall periodically license for the limited, non-exclusive, non-transferable use by City's staff certain of CONTRACTOR's web-based sales, use and/or transactions tax program(s) containing sellers permit, registration, allocation and related information for business outlets within City's jurisdiction registered with the CDTFA.

vi. CONTRACTOR shall provide periodic updated reports endeavoring to identify and assist with budget forecasting (i) changes in allocation totals by individual businesses, business groups and categories, and (ii) aberrations due to State audits, fund transfers, and receivables, along with late or double payments.

B. Allocation and Audit Recovery Services

i. CONTRACTOR shall conduct (when mutually agreed with City) initial and on-going sales and use tax audits of businesses to help identify and correct distribution and allocation errors, and to proactively affect favorable

registration, reporting or formula changes thereby generating previously unrealized sales and use tax income for the City and/or recovering misallocated tax from registered taxpayers. Common errors that shall be monitored and corrected include but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors; misreporting of "point of sale" to the wrong location; delays in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.

ii. CONTRACTOR shall initiate contacts with the CDTFA and sales management and accounting officials in companies that have businesses where a probability of error exists to endeavor to help verify whether current tax receipts accurately reflect the local sales activity. Such contacts shall be conducted in a professional and courteous manner.

iii. CONTRACTOR shall prepare and submit to the CDTFA information for the purpose of correcting any identified allocation errors, and follow-up with individual businesses and the CDTFA to promote recovery by the City of back or prospective quarterly payments that may be owing.

iv. If, during the course of its audit, CONTRACTOR finds businesses located in the City's jurisdiction that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to City, CONTRACTOR may so advise City and collaborate with those businesses and City to encourage such changes.

C. Consulting and Other Optional Services

i. CONTRACTOR may from time to time in its sole discretion, consult with City staff, including without limitation, regarding (i) technical questions and other issues related to sales and use tax, (ii) utilization of reports to enhance business license collection efforts; (iii) sales tax projections for proposed annexations, economic development projects and budget planning, (iv) negotiating/review of tax sharing agreements, (v) establishing purchasing corporations, (vi) meeting with taxpayers to encourage self-assessment of tax obligations, and (vii) other sales and use tax revenue-related matters.

D. Fees

i. Sales and Use Tax and Economic Analysis/Forecasting Services/Reports

a. Fees for performing the sales tax and economic analysis/forecasting Services as described above shall initially be $650.00 per month, commencing with the month of the Effective Date (hereafter referred to as "monthly fee"). The monthly fee shall be invoiced quarterly in arrears and shall be paid by City no later than 30 days after the invoice date.

b. CONTRACTOR shall increase the non-hourly Fees established above once a year with reference to the 12- month percent change in the most recently published annual Consumer Price Index for All Urban

Consumers (CPI-U), as reported by the U.S. Bureau of Labor Statistics (the "CPI Change").

ii. Allocation and Audit Recovery Services

a. Fees for performing the allocation and audit recovery Services described above shall be 15% of all new, increased and recovered sales and use tax revenue received by the City as a result, in whole or in part, of the allocation audit and recovery services (hereafter referred to as "audit fee"). The fee shall be paid notwithstanding any related City assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection, with the relevant Services.

b. The Fee described above include, without limitation, State fund transfers received for back quarter reallocations and monies received in the first eight (8) consecutive reporting quarters following completion of CONTRACTOR's allocation audit and confirmation of the corrections by the CDTFA.

c. These Fees shall be paid by City upon CONTRACTOR's submittal of evidence of CONTRACTOR's relevant Services in support thereof, including, without limitation, copies of relevant communications between CONTRACTOR and the CDTFA and/or taxpayers.

d. CONTRACTOR recognizes City's authority to waive or reduce the tax/fee-related debt of a business. Should City decide to do so for a business whose deficiency was identified by CONTRACTOR, CONTRACTOR shall be entitled to compensation in the amount of one half (1/2) of the Fees CONTRACTOR would have otherwise earned. Deficiencies which are uncollectable due to insolvency or dissolution of the business, or for deficiencies which are otherwise incapable of collection (i.e., statute of limitation or other legal defense) shall not be considered a City voluntary election to waive, and thus, CONTRACTOR would not be entitled to compensation related thereto under this provision.

iii. Consulting and Other Optional Services

a. Fees for performing the consulting and other optional Services described above shall be based on the following initial hourly rates:

1) Principal - $325;
2) Programmer - $295;
3) Senior Analyst - $245; and
4) Analyst - $195.

b. CONTRACTOR may change the rates for its hourly Fees from time to time. A 30 days' prior written notice to City shall be given.

iv. General Provisions Relating to Fees

a. Fees for travel and lodging expenses shall be invoiced at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by City in writing.

b. Fees shall be invoiced monthly to City for Services performed during the prior month. To the extent that CONTRACTOR has commercially reasonable means to do so, Fees shall be netted out of City's monthly revenue disbursement.

E. Confidentiality Information

Section 7056 of the State of California Revenue and Taxation Code ("R&T Code") specifically limits the disclosure of confidential taxpayer information contained in the records of the CDTFA. Section 7056 specifies the conditions under which a city, county or district may authorize persons other than such city, county or district's officers and employees to examine state sales and use tax records.

The following conditions specified in Section 7056-(b)(1) of the State of California R&T Code are hereby made part of this Agreement:

i. CONTRACTOR is authorized by this Agreement to examine sales, use or transactions and use tax records of the CDTFA provided to City pursuant to contract under the Bradley-Burns Uniform Local Sales and Use Tax Law R&T Code Section 7200 et. seq.

ii. CONTRACTOR is required to disclose information contained in, or derived from, those sales or transactions and use tax records only to an officer or employee of City who is authorized by City resolution provided to the CDTFA to examine the information.

iii. CONTRACTOR is prohibited from performing consulting services for a retailer (as defined in R&T Code Section 6015), during the term of this agreement.

iv. CONTRACTOR is prohibited from retaining the information contained in or derived from those sales, use or transactions and use tax records after this agreement has expired. Information obtained by examination of the CDTFA records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the CONTRACTOR as a person authorized to examine sales and use tax records and certify that this agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

F. Software Use and Proprietary Information

i. Software Use. CONTRACTOR hereby provides authorization to City to access CONTRACTOR's Sales Tax website if City chooses to subscribe to the

software and reports option. The website shall only be used by authorized City staff. No access will be granted to any third party without explicit written authorization by CONTRACTOR. City shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by City of said software, or any right of City to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination or expiration of this Agreement, the software use authorization shall expire, and all City staff website logins shall be de-activated. Proprietary Information. As used herein, the term "proprietary information" means all information or material that has or could have commercial value or other utility in CONTRACTOR's business, including without limitation: CONTRACTOR's (i) computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and (v) materials and techniques used; as well as the terms and conditions of this Agreement. Except as otherwise required by law, City shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by City in connection with this Agreement. The obligations imposed by this Section shall survive any expiration or termination of this Agreement or otherwise. The terms of this Section shall not apply to any information that is public information.

2. Business License Tax and Fees Administration Services

A. Operations Management Services

i. CONTRACTOR shall transfer the CITY's existing database as they relate to business license into CONTRACTOR's internal administration tools. CONTRACTOR shall maintain the data and provide copies of data or reports at the City's request. The CITY will not be required to use or maintain any software in house for managing the business license registry.

ii. CONTRACTOR shall receive and process applications, renewals and payments in a timely fashion.

a. Send renewal notices to active businesses within 30 days of the renewal period end date or at another interval specified by CITY. The renewal notices will include, but not limited to, their Account Number, Web Pin, Expire Date, Due Date, and Business Support Center contact information.

b. Provide businesses with multiple options for submitting applications, renewals, payments, or support requests. These options shall include the website, email, mail, phone, and fax. CONTRACTOR license specialists shall be available for live interactions Monday through Friday, 8:00 AM to 5:00 PM Pacific Time.

iii. CONTRACTOR shall process any new business license applications and facilitate the new account registration process, including internal departmental approval, in a timely fashion.

iv. CONTRACTOR shall remit revenue to City no less than monthly.

v. CONTRACTOR shall provide City staff with access to a website portal that includes business registry inquiry, reporting, and electronic department approval capabilities.

vi. CONTRACTOR shall conduct discovery services to identify and register businesses that are subject to license but not properly registered. Audit services shall ensure registered businesses are not under-reporting their business license amounts to the City.

vii. Online Payment Processing – CONTRACTOR's services include PCI compliant payment processing services which supports both credit card and eCheck transactions.

a. CITY Responsibilities

1) As a condition to its receipt of the Service, City shall execute and deliver any and all applications, agreements, certifications or other documents required by CONTRACTOR's payment processor, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by Contractor's payment processor. "Network" is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.

2) CITY hereby grants CONTRACTOR the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. CITY represents and warrants that it has the full right and authority to grant these rights.

B. Fees

i. Operations Management Services

a. Fees for performing operations management services shall be $18.00 for each processed account, which is any account for which an application or renewal/return was processed, or active account which was sent a renewal notice, and a one-time implementation fee of $5,000.00.

b. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-

U), West Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase shall be 10%.

c. Fees related to travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support). Travel expenses only apply to out of scope travel and must therefore be pre-approved by City.

d. Fees shall be invoiced monthly to CITY for Services performed during the prior month. Fees will be netted out of City's monthly revenue disbursement. CITY will submit payment for any balance due to CONTRACTOR within 30 days of receiving the invoice.

ii. Payment Processing – CONTRACTOR will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or CITY funded model, as directed by CITY. CITY may switch between these models upon written request to CONTRACTOR. Fees for each of these payment processing models are detailed here.

a. Taxpayer funded model – CITY authorizes CONTRACTOR to collect each convenience fee from the taxpayer at time of payment.

1) Credit and debit card processing – 2.9% of transaction amount, minimum of $2.00

2) ACH/eCheck processing - $2.50 per transaction

b. CITY funded.

1) Credit and debit card processing – 2.9% of transaction amount

2) ACH/eCheck processing - $0.75 per transaction

c. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of $25.00, to be applied to the taxpayers account.

d. CONTRACTOR reserves the right to review and adjust pricing related to payment processing services on an annual basis. CONTRACTOR will communicate any such adjustment to CITY in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.

3. **Transient Occupancy Tax Administration Services**

A. Operations Management Services

i. CONTRACTOR shall establish and maintain database of CITY lodging providers.

ii. CONTRACTOR shall receive and process registrations, tax returns and payments in a timely fashion.

iii. CONTRACTOR shall provide lodging providers multiple options for submitting registrations, tax returns, payments, or support requests (including via website, email, mail, phone, and fax. CONTRACTOR tax specialists shall be available for live interactions Monday through Friday, 8:00 AM to 5:00 PM Pacific).

iv. CONTRACTOR shall remit revenue to CITY no less than monthly.

v. CONTRACTOR shall provide CITY staff access to website portal offering lodging provider registry inquiry and reporting capabilities.

vi. Endeavor to ensure accurate filings of returns by consistently monitoring returns, providing compliance audits, and educating lodging providers as mutually agreed to by CITY and CONTRACTOR.

vii. CONTRACTOR shall provide analysis reports monthly and annually provide revenue trends and key insights on CITY lodging providers.

B. Online Payment Processing – CONTRACTOR's services include PCI compliant payment processing services which supports both credit card and eCheck transactions.

i. CITY Responsibilities

a. As a condition to its receipt of the Service, CITY shall execute and deliver any and all applications, agreements, certifications or other documents required by CONTRACTOR's payment processor, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by CONTRACTOR's payment processor. "Network" is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.

b. CITY hereby grants CONTRACTOR the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. CITY represents and warrants that it has the full right and authority to grant these rights.

C. Fees

i. Operations Management Services

a. Fees for performing operations management Services shall be $850.00 per year for each monthly filing property.

b. Fees shall be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"). Each annual increase in the Fees shall be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase shall be 2%, if the actual CPI Change is 3.5%, then the annual increase shall be 3.5%, and if the actual CPI Change is 12%, then the annual increase shall be 10%.

c. Fees for any travel and lodging expenses shall be billed at cost and applied to all meetings (including implementation, training, operations and support).

d. Fees shall be invoiced monthly to CITY for Services performed during the prior month. Fees shall be netted out of CITY's monthly revenue disbursement. CITY shall submit payment for any balance due to CONTRACTOR within 30 days of receiving the invoice.

ii. Payment Processing – CONTRACTOR shall configure payment processing services to utilize either a taxpayer funded model (convenience fee) or CITY funded model, as directed by CITY. CITY may switch between these models upon written request to CONTRACTOR. Fees for each of these payment processing models are detailed here.

a. Taxpayer funded model – CITY authorizes CONTRACTOR to collect each convenience fee from the taxpayer at time of payment.

1) Credit and debit card processing – 2.9% of transaction amount, minimum of $2.00

2) ACH/eCheck processing - $2.50 per transaction

b. CITY funded

1) Credit and debit card processing – 2.9% of transaction amount

2) ACH/eCheck processing - $0.75 per transaction

c. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds shall incur a fee of $25.00, to be applied to the taxpayers account.

d. CONTRACTOR reserves the right to review and adjust pricing related to payment processing services on an annual basis. CONTRACTOR

shall communicate any such adjustment to CITY in writing, with 60 days advance notice. Items that shall be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.

4. Short-Term Rentals Transient Occupancy Tax Administration Services

A. Identification and Monitoring

i. CONTRACTOR shall monitor short-term rental sites to identify new listings and closures.

ii. CONTRACTOR shall match listings to specific parcels using GIS and property tax assessor data.

iii. CONTRACTOR shall identify properties which are already registered and paying taxes.

iv. CONTRACTOR shall provide a visual map of listing locations in CITY's jurisdiction.

v. CONTRACTOR shall record listing details (including start date, sites linked to, and other information necessary for documenting evidence of short-term rental activity).

B. Education, Registration, and Compliance

i. CONTRACTOR shall notify non-compliant lodging providers of their status and any actions necessary to become compliant.

ii. CONTRACTOR shall provide short-term rentals website with links to FAQs, education packets, and support for registering, filing returns, and making payments.

iii. CONTRACTOR shall follow-up with non-compliant entities and assist as needed to obtain compliance.

iv. CONTRACTOR shall work with CITY to identify additional requirements and ensure collection of data necessary for enforcement procedures.

C. Operations Management Services

i. CONTRACTOR shall establish and maintain database of CITY's short-term rental lodging providers.

ii. CONTRACTOR shall receive and process registrations, tax returns and payments in a timely fashion.

iii. CONTRACTOR shall provide lodging providers multiple options for submitting registrations, tax returns, payments, or support requests (including via website, email, mail, phone, and fax. CONTRACTOR tax specialists shall be available for live interactions Monday through Friday, 8:00 AM to 5:00 PM Pacific).

iv. CONTRACTOR shall remit revenue to CITY no less than monthly.

v. CONTRACTOR shall provide CITY staff access to website portal offering lodging provider registry inquiry and reporting capabilities.

vi. CONTRACTOR shall endeavor to ensure accurate filings of returns by consistently monitoring returns and educating lodging providers.

vii. CONTRACTOR shall provide analysis reports monthly and annually provide revenue trends and key insights on CITY lodging providers.

D. Online Payment Processing – CONTRACTOR's services include PCI compliant payment processing services which supports both credit card and eCheck transactions.

i. CITY Responsibilities

a. As a condition to its receipt of the Service, CITY shall execute and deliver any and all applications, agreements, certifications or other documents required by CONTRACTOR's payment processor, Networks or other third parties whose consent or approval is necessary for the processing of Transactions by CONTRACTOR's payment processor. "Network" is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.

b. CITY hereby grants CONTRACTOR the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. CITY represents and warrants that it has the full right and authority to grant these rights.

E. Fees

i. Operations Management Services

a. Fees for performing operations management Services shall be $7,235.00 per year.

b. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the "CPI Change"). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser

of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.

ii. Fees for any travel and lodging expenses will be billed at cost and applied to all meetings (including implementation, training, operations and support).

iii. Fees will be invoiced monthly to CITY for Services performed during the prior month. Fees will be netted out of CITY's monthly revenue disbursement. CITY will submit payment for any balance due to CONTRACTOR within 30 days of receiving the invoice.

F. Payment Processing – CONTRACTOR shall configure payment processing services to utilize either a taxpayer funded model (convenience fee) or CITY funded model, as directed by CITY. CITY may switch between these models upon written request to CONTRACTOR. Fees for each of these payment processing models are detailed here.

i. Taxpayer funded model – CITY authorizes CONTRACTOR to collect each convenience fee from the taxpayer at time of payment.

a. Credit and debit card processing – 2.9% of transaction amount, minimum of $2.00

b. ACH/eCheck processing - $2.50 per transaction

ii. CITY funded

a. Credit and debit card processing – 2.9% of transaction amount

b. ACH/eCheck processing - $0.75 per transaction

iii. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of $25.00, to be applied to the taxpayers account.

iv. CONTRACTOR reserves the right to review and adjust pricing related to payment processing services on an annual basis. CONTRACTOR will communicate any such adjustment to CITY in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.

EXHIBIT B

Schedule of Performance

This agreement shall continue in effect until December 31, 2029 unless sooner terminated. Any extension to the agreement shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this agreement.

EXHIBIT C

Schedule of Fees

Optional services requested by the City will be charged on either by a fixed or a time and material basis. No work shall be performed without prior written approval by the City. Fees for these services are as follow:

	Hourly Rate
Principal	$325
Programmer	$295
Senior Analyst	$245
Analyst	$195

EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

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

CONTRACTOR

By: _____
Andy Nickerson, President

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Information Technology Infrastructure Services Contract

Date: January 14, 2025

Submitted By: Brian Graves, Principal IT Analyst
Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - IT

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving and Authorizing the City Manager to Execute a Contract for Services with Network Design Associates, Inc.

Background:
Municipalities increasingly rely on technology to drive business operations, enhance customer experience, and maintain competitiveness. Managing all IT infrastructure and security in-house can be costly, complex, and resource intensive. Partnering with a Managed Services Provider (MSP) to obtain assistance where needed offers several compelling benefits, making it a strategic choice for local governments of all sizes.

Maintaining an in-house IT team with diverse expertise to handle any technology issue or challenge that may arise with adequate cross-training can be expensive and often cost prohibitive especially for small to medium-sized cities. MSPs offer access to a talented pool of engineers with in-depth experience in all areas of IT to supplement the skillsets of City IT staff. MSPs can also ensure that systems are regularly updated, patched, and optimized, reducing vulnerabilities and maintaining peak performance while City IT staff spend more time working on projects and assignments that require in-depth institutional knowledge and expertise. MSPs are also better equipped to handle certain infrastructure upgrade projects because they perform these upgrades for clients on a regular basis. Since MSPs handle the infrastructure upgrades with regularity, they remain knowledgeable of upgrade plans and procedures and also fixes to common issues that may arise once the upgrade is completed which results in a smoother transition to new technology. It is also very beneficial to partner with an MSP for emergency infrastructure support and security incident response. While these events are rare, they often require a large amount of resources over a prolonged period of time and MSPs can help relieve IT staff and dramatically reduce remediation and recovery times.

Since January 2020, the City has maintained an MSP contract that has proven essential for supporting and upgrading the IT Division’s infrastructure, ensuring the network meets growing demands. The vendor has also assisted City IT staff with infrastructure, enterprise, and business software implementation projects. To sustain this successful partnership, a new

contract is needed to continue these critical services and ongoing support.

To secure these services, the City recently issued a Request For Proposals for information technology infrastructure support services which concluded in December of 2024. Eleven proposals were received, reviewed, and scored against criteria including qualifications of staff to support the City's technology stack, understanding of the requested scope, ability to provide services including on-site support for after-hours emergencies, the vendor's timeline and approach for providing services, and the cost. After the thorough evaluation based on the evaluation factors, the panel has determined that Network Design Associates, Inc (NDA) is the top ranked vendor to provide services to the City.

Over the next five years, the City has identified numerous projects aimed at improving system availability, performance, security, and service delivery. These include server and storage upgrades, selectively migrating additional infrastructure and services to the cloud, implementing new and improved network security and data privacy tools, bringing a new fire station online, and expanding its advanced traffic management and video management systems to name a few. In addition, multiple enterprise software implementation projects are planned including the implementation of a new document management and retention system and the implementation of an enterprise GIS-centric asset and workflow management system. Partnering with an MSP will ensure City IT staff can complete these projects on schedule while keeping the technology infrastructure properly maintained.

Staff recommends entering into a five-year agreement, with an initial three-year term and two optional one-year extensions, to support the City's strategic technology goals. The proposed $694,000 agreement includes up to 800 hours of assistance per year. The attached Resolution (Attachment 1) authorizes the City Manager to execute the Professional Services Agreement with Network Design Associates, LLC for IT Infrastructure Support Services.

Fiscal Impact:
Sufficient funds are available in the Fiscal Year (FY) 2024/25 Operating Budget to cover the cost of the proposed agreement. Funding for future years will be requested during the annual budget process for City Council approval.

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Contract For Services

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR SERVICES WITH NETWORK DESIGN ASSOCIATES, INC.

WHEREAS, the City of Rocklin seeks to partner with an information technology services provider to obtain information technology infrastructure systems maintenance and support, after-hours emergency support for systems outages and security incident response, and to expedite the completion of technology implementation projects necessary to achieve strategic technology goals; and

WHEREAS, an RFP for information technology infrastructure support services was completed in December 2024. Eleven proposals were evaluated and it was determined that Network Design Associates, Inc. is the top ranked vendor to provide the requested services to the City of Rocklin based on a combination of factors including low comparable cost for services, qualifications of staff to support the City's technology stack, understanding of the requested scope and ability to provide services in an efficient manner, ability to support the City for after-hours emergencies, and timeline and approach to providing services; and

WHEREAS, Pursuant to the Rocklin Municipal Code (RMC) 3.04.070.1 the City Council may approve a contract duration longer than three years for good cause and authorize an exception to the re-bid requirement for good cause; and

WHEREAS, the City anticipates the services and support will be needed for a three to five year period due to project load. The Contract for Services therefore includes a three-year term with two optional on-year extensions.

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

Section 1. The City Council of the City of Rocklin approves the contract duration of five years for information technology infrastructure support services, as good cause exists to make an exception to the standard three-year term.

Section 2. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute a contract for services with Network Design Associates, Inc., in substantially the form attached hereto as Exhibit "A."

PASSED AND ADOPTED this 14th day of January, 2025, by the following vote:

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

Jill Gayaldo, Mayor

ATTEST:

Avinta Singh, City Clerk

Docusign Envelope ID: 0569CEFF-197B-4E33-B923-372063328032

CONTRACT FOR SERVICES

THIS CONTRACT is made on January 1, 2025, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and Network Design Associates, Inc. ("Contractor"), who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this Agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this Agreement at the times and in the manner set forth in the Scope of Work, Exhibit A, the Schedule of Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed **Six Hundred Ninety-Four Thousand Dollars ($694,000.00).** The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

B. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. Reimbursable expenses shall be limited to actual expenditures of Contractor for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

C. Contractor shall submit all billings/invoices for services to City in the manner specified in Exhibit B. Contractor's fees shall be as specified in the Scope of Work, Exhibit A or the Schedule of Fees as set forth in Exhibit C. All invoices submitted by Contractor shall contain the following information:

i. Job/project name or description;
ii. City's current purchase order and/or work order number (if applicable);
iii. Contractor's invoice number;
iv. Date of invoice issuance;
v. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
vi. Amount of invoice, itemizing all authorized reimbursable expenses; and
vii. Total billed to date under agreement.

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D. City shall make payment to Contractor net 30 days from receipt of an acceptable invoice. If Contractor's performance is not in conformity with the Scope of Work, Exhibit A, or the Schedule of Performance, Exhibit B, or the provisions set forth above, payments may be delayed or denied, unless the Contractor's failure to perform is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 4. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above, or as set forth in the Schedule of Performance.

E. During performance of the agreement and for a period of three (3) years after completing all services, Contractor shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Contractor's costs for all services performed under this Agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

F. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

3. FACILITIES AND EQUIPMENT

Contractor shall at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform services pursuant to this Agreement. City shall furnish to Contractor, only the facilities and equipment listed in Exhibit A (if any) according to any terms and conditions set forth in Exhibit A.

4. TERM OF CONTRACT

A. This Agreement shall become effective on the date that it is approved by both parties set forth on the first page of the Agreement, is retroactive to January 1, 2025, and shall continue in effect until **December 31, 2027**, unless sooner terminated as provided herein. City shall have the option to extend the contract for up to two additional one-year terms by giving written notice to Contractor at least 30 days before the expiration date of the current term of its election to extend the Agreement.

B. The services of Contractor are to commence upon execution of this Contract and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit B.**

5. SUSPENSION/TERMINATION

A. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving written notice of suspension to Contractor. If City gives such notice, Contractor shall immediately suspend its activities under this Agreement.

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B. This Contract may be terminated by either party, provided that the other party is given not less than ninety (90) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

i. Contractor shall immediately cease rendering services pursuant to this Agreement;
ii. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this Agreement;
iii. City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

6. INDEPENDENT CONTRACTOR

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

7. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

8. EXTENSIONS OF TIME

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 7.

9. PROPERTY OF CITY

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It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

10. COMPLIANCE WITH ALL LAWS

Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, all applicable laws, ordinances, and codes of federal, State and local governments, which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

For all leases and purchases of materials, equipment, supplies or other tangible personal property used to perform the agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit or Seller's Permit from the California State Board of Equalization, in accordance with the applicable SBE criteria and requirements. This provision applies in all instances unless prohibited by the funding source for the agreement.

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in Exhibit A in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor is duly licensed, qualified and experienced to perform the services set forth in the Scope of Services, Exhibit A. Contractor represents and warrants that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this Agreement. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits and approvals that are legally required for Contractor to practice its profession or provide such services. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State.

C. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this Agreement as is necessary for the satisfactory and timely performance of Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

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D. All products of whatsoever nature that Contractor delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any scope of services or schedule of performance specified in Exhibits A or B.

E. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify City in writing, of any other changes in Contractor's staff assigned to perform the services required under this Agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this Agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

F. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research. Contractor shall be liable for any expenses thereby incurred.

12. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

13. ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City. The City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

14. INTEREST IN CONTRACT

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Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

15. MATERIALS CONFIDENTIAL

To the extent permitted by law, all of the materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

16. LIABILITY OF CONTRACTOR-NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

17. INDEMNITY AND LITIGATION, COSTS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City, its officers, officials, agents, employees and volunteers against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from all acts or omissions of Contractor, or its officers, agents or employees in rendering services under this Agreement; excluding however, such liability, claims, losses, damages or expenses arising from the City's sole negligence, or willful acts. The provisions of this paragraph shall survive termination or suspension of this Contract. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance requirements of this Agreement. City approval of the Insurance required by this Agreement does not in any way relieve the Contractor from liability under this section.

18. CONTRACTOR TO PROVIDE INSURANCE

Contractor agrees to have and maintain the policies set forth below, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

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A. **Minimum Scope and Limit of Insurance**

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

ii. **Automobile Liability**: Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

iii. **Workers' Compensation** as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. If Contractor has no employees, Contractor must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers' compensation benefits.

iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Professional liability coverage shall extend for at least five years after completion of the Contractor's services under this Agreement.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

ii. **Primary Coverage.** For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Umbrella or Excess Policy.** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance

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will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess Policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

iv. **Notice of Cancelation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days' for notice of cancelation due to non-payment.

v. **Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

vi. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

vii. **Acceptability of Insurers**. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

viii. **Claims Made Policies**. If any of the required policies for professional liability insurance provide claims-made coverage:

a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work.

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

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

ix. **Verification of Coverage.** Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to

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the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

x. **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

xi. **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19. GENERAL/MISCELLANEOUS PROVISIONS

A. **Contract Documents.** This Agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity.** Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records.** Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

D. **Entire Agreement.** This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration or modification of this Agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

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E. **Severability**. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver.** Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. **Notice.** All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:
Ruth Green
City of Rocklin
4081 Alvis Court
Rocklin, CA 95677
E-Mail: Ruth.Green@rocklin.ca.us

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor:
Gregory Nelson
Network Design Associates
950 Glenn Dr., Suite 135
Folsom, CA 95630

H. **Enforcement of Agreement.** This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

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

J. **Power and Authority to Enter into Agreement.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

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

L. **Exhibits.** All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

CONTRACTOR

By: DocuSigned by: Deborah Sackman 19D2BACE8D66440...
Deborah Sackman, President

By: Signed by: LAURANCE J SACKMAN BCE57B15F8934CD...
Laurance Sackman, CFO

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Avinta Singh, City Clerk

APPROVED AS TO FORM:

By: _____
Crystal Hodgson, Assistant City Attorney

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EXHIBIT A

Scope of Work

Contractor's engineers will provide the City of Rocklin with a variety of technology infrastructure maintenance and support services on a weekly basis which include the proactive monitoring, maintenance, administration, and upgrades of the following technology systems to ensure optimal performance and security:

1) Server and desktop virtualization platforms;
2) Windows and Linux server virtual machines;
3) VDI parent image and dynamic environment management system;
4) Server hardware platforms;
5) Windows server infrastructure services;
6) Microsoft 365 services;
7) Active Directory and Group Policy;
8) E-mail system, e-mail system security, and e-mail archiving solutions;
9) Relational database management systems;
10) Network routers, switches, wireless access points, and centralized management solutions;
11) Firewall and network security and data protection systems;
12) Network attached storage and storage area network systems;
13) Data backup and recovery systems;
14) Video management systems; and
15) Advanced Traffic Management systems.

Contractor's engineers will also complete project based work on an as-needed basis to meet the City's strategic technology goals including:

1) Assistance with the implementation of new enterprise and business software solutions;
2) Server and network design and provisioning to support new technology solutions;
3) Migrating infrastructure, services, and applications to the cloud;
4) Aligning IT systems with best practices and technology standards;
5) Creating and maintaining documentation including standard operating procedures and network diagrams for systems implemented and supported; and
6) Training City IT staff on systems configuration, administration, and support.

Contractor will also provide 24x7 systems outage and network security incident response and remediation services responding to after-hours support requests on-site within 2 hours.

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EXHIBIT B

Schedule of Performance

Project Requirements & Obligations

- City will provide contractor with access to facilities and computer systems as required to complete assigned projects.
- City will make reasonable facilities accommodations available to contractor. These accommodations may include a desk/cubicle, voice telephone, computer, Internet access, and shared access to laser printer, copier, fax, and conference room facilities.
- For engagement activities that will be performed remotely, City will provide remote access to required resources.
- City will provide information on its data network and computer systems required to complete projects.
- City will provide the level of administrative access to information technology systems required to complete assigned tasks.
- City will make appropriate internal IT staff available with relevant domain, business, and/or technical expertise as required to complete projects.
- The City will provide contractor with required licensed software.
- The City will provide contractor with access to vendor support resources under active maintenance and support agreements if needed.
- If work is to be performed during business hours, City understands and accepts the risk of an outage.

Standard Work Hours And Assignments

The initial schedule will be Tuesdays 1:00 PM – 5:00 PM, Thursdays 8:00 AM – 5:00 PM, and Fridays 8:00 AM – 12:00 PM. Occasional adjustments to the work schedule may be necessary to accommodate after-hours maintenance activities and project tasks. Contractor will seek approval from the Information Technology Manager or designee prior to making changes to the agreed upon schedule. Engineers may work remotely but shall also work on-site when a physical presence is required to complete work or when work can be completed more efficiently on-site.

Contractor will assign Alexander Rauschenbach as Primary Engineer working with the City, consuming 100% of the proposed time and schedule except in the event of company or client emergency, or vacation, or personal emergency, during which time Contractor will assign a suitable replacement engineer. Rich Perea will be assigned as Secondary Engineer, preferentially providing coverage for Alexander when he is not available. Anthony Bass will be assigned as Tertiary Engineer, providing coverage in the event that both Alexander and Rich are not available.

Contractor may optionally adjust these assignments for specific scenarios or as necessary to ensure adequate coverage for the City or to respond to client emergencies as needed. Contractor may temporarily adjust these assignments to ensure that the Secondary Engineer and\or Tertiary Engineer maintain adequate familiarity with the City’s systems.

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EXHIBIT C

Schedule of Fees

Compensation due to Contractor under this Agreement shall not exceed $694,000.00 over a five-year period.

Contractor will allocate an average of 16 hours of labor per week for 50 weeks per year (not to exceed 800 hours annually).

Standard business hours are Monday through Friday from 8:00 AM – 5:00 PM excluding holidays. Standard business hours are limited to a maximum of 8 hours per work day and a maximum of 40 hours per work week.

Standard hourly rates for services rendered by senior-level network engineers or solutions architects assigned to support the City are listed below.

Engagement Year	Hourly Rate	Allocation	Budget
Year 1	$165.00/hour	800 hours	$132,000
Year 2	$170.00/hour	800 hours	$136,000
Year 3	$170.00/hour	800 hours	$136,000
		Subtotal	**$404,000**
Year 4 (Optional)	$177.50/hour	800 hours	$142,000
Year 5 (Optional)	$185.00/hour	800 hours	$148,000
		Total	**$694,000**

Labor performed outside of standard business hours shall be invoiced at the same hourly rate as the standard hourly rate in the table above. There are no additional charges for task work, project work, or for emergency services delivered beyond the standard hourly rates listed in the table above. There are no additional charges for any proposed staff beyond the labor rates stated above. A two-hour minimum charge for on-site services will apply. Hourly rates are inclusive of travel and expenses and applicable taxes.

The City will be invoiced weekly for services rendered during the previous week.

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EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

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

CONTRACTOR

DocuSigned by:
By: Deborah Sackman
19D2BACE8D66440...
Deborah Sackman, President

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Transparency Engagement Advisory Services Contract

Date: January 14, 2025

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

Department: Police

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving a Contract for Professional Services with Cole Pro Media, Corp for Transparency Engagement Advising, and Authorizing the City Manager to Execute the Agreement and Subsequent Amendments.

Background:
Social media plays an integral role in communicating with Rocklin residents and has changed the way the public interacts with law enforcement. As many law enforcement agencies respond by creating an online presence on a variety of popular digital platforms, the Rocklin Police Department takes full advantage of this approach to engage and serve the community. The department has leveraged social media over the past several years to engage with the community with public service announcements, recruiting efforts, and up-to-date information about critical incidents or emergent situations.

The Rocklin Police Department has successfully partnered with Cole Pro Media, Corp to provide transparency engagement and crisis communication advisory services for the past two years, and would like to continue this valuable partnership for another year. Cole Pro Media, Corp specializes in transparency engagement and crisis communications advisory services, empowering law enforcement agencies to communicate directly, honestly, and effectively with their community through clear, unfiltered information. In addition, Cole Pro Media, Corp services include vital 24/7 access to consultants during critical or emergent incidents as well as accessible seven days a week to provide training, advising, or work product.

Cole Pro Media, Corp works mainly with law enforcement, district attorneys, and government agencies in California and has the subject matter expert knowledge, understanding and a familiarity with law enforcement culture, and their extensive procedures. More than 26 law enforcement agencies contract with Cole Pro Media, Corp in navigating their social media and communications with the public.

Staff has negotiated a fee of $2,000 per month for transparency and media consultant services, which includes bi-monthly communication strategy sessions, trainings on latest trends in social media, content, photography, best practices for handling critical incident, media releases, and crisis communications as well as writing high-profile news releases when necessary.

Although this is a new contract for a one-year term for a not to exceed amount of $24,000, the Police Department staff wanted to continue to use the same Consultant's services for a third year in row, without starting over with a new procurement process to find a new Consultant for these services. Therefore, this new one-year contract is effectively an amendment to extend the previous two years of agreements with the Consultant through a third year. Since the total compensation for the three years of the same Consultant's services exceeds $50,000, City Council approval of the Agreement is required.

Fiscal Impact:
The total amount of the contract is $24,000 for one year, January through December. Half of the funds are budgeted in the Fiscal Year (FY) 2024/25 Operating Budget, and the Department will budget for remaining funding in the FY 2025/26 Operating Budget.

ATTACHMENTS:
1. Resolution
2. Exhibit A 2025-26 Cole Pro Media Corp Contract

RESOLUTION NO. 2025-

ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING A CONTRACT FOR PROFESSIONAL SERVICES WITH COLE PRO MEDIA, CORP FOR TRANSPARENCY ENGAGEMENT ADVISING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND SUBSEQUENT AMENDMENTS

WHEREAS, Social media plays an integral role in providing the public with real-time information; and

WHEREAS, the Rocklin Police Department desires to continue to leverage social media as a transparent communication tool while maintaining a positive active presence on multiple digital platforms, including Facebook, X, and Instagram. The Department shares vital information to the citizens of Rocklin about the department, public service announcements, emergent incidents, and crime statistics; and

WHEREAS, Cole Pro Media, Corp specializes in transparency engagement and crisis communications, empowering law enforcement agencies to communicate directly, honestly, and effectively with their community by providing clear, unfiltered information through social media platforms and news releases; and

WHEREAS, the Police Department has contracted with Cole Pro Media, Corp for two consecutive years at $24,000 per year. A third contract award of $24,000 would exceed the City Manager's Authority of $50,000 if all three years are aggregated; and

WHEREAS, staff recommends that the City Council authorize the City Manager to sign the Agreement and additionally, authorize the City Manager to approve and sign future amendments up to a maximum of an additional $5,000 annually, provided that the amendments are consistent with the Agreement's subject matter and scope of work, Rocklin Municipal Code, and that the City Attorney approves the amendment as to form.

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

Section 1. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute a Contract for Services, substantially in the form attached hereto as Exhibit A and by this reference incorporated herein.

Section 2. The City Council of the City of Rocklin hereby authorizes the City Manager to approve and sign future amendments up to a maximum of an additional $5,000, provided that the amendments are consistent with the Agreement's subject matter and scope of work, Rocklin Municipal Code, and that the City Attorney approves the amendment as to form.

PASSED AND ADOPTED this 14th day of January, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

CONTRACT FOR SERVICES

THIS CONTRACT is effective as of January 1, 2025 by and between the CITY OF ROCKLIN a municipal corporation ("City"), and **COLE PRO MEDIA, CORP** ("Contractor"), who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this Agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this Agreement at the times and in the manner set forth in the Scope of Work, Exhibit A, the Schedule of Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of TWENTY-FOUR THOUSAND DOLLARS ($24,000)**. The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

B. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. Reimbursable expenses shall be limited to actual expenditures of Contractor for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

C. Contractor shall submit all billings/invoices for services to City in the manner specified in Exhibit B. Contractor's fees shall be as specified in the Scope of Work, Exhibit A or the Schedule of Fees as set forth in Exhibit C. All invoices submitted by Contractor shall contain the following information:

i. Job/project name or description;
ii. City's current purchase order and/or work order number (if applicable);
iii. Contractor's invoice number;
iv. Date of invoice issuance;
v. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
vi. Amount of invoice, itemizing all authorized reimbursable expenses; and

vii. Total billed to date under agreement.

D. City shall make payment to Contractor net 30 days from receipt of an acceptable invoice. If Contractor's performance is not in conformity with the Scope of Work, Exhibit A, or the Schedule of Performance, Exhibit B, or the provisions set forth above, payments may be delayed or denied, unless the Contractor's failure to perform is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 4. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above, or as set forth in the Schedule of Performance.

E. During performance of the agreement and for a period of three (3) years after completing all services, Contractor shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Contractor's costs for all services performed under this Agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

F. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

3. FACILITIES AND EQUIPMENT

Contractor shall at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform services pursuant to this Agreement. City shall furnish to Contractor, only the facilities and equipment listed in Exhibit A (if any) according to any terms and conditions set forth in Exhibit A.

4. TERM OF CONTRACT

A. This Agreement shall become effective as of January 1, 2025, upon execution by both parties, and shall continue in effect until **December 31, 2025** unless sooner terminated as provided herein.

B. The services of Contractor are to commence upon execution of this Contract and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit B**.

5. SUSPENSION/TERMINATION

A. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving written notice of suspension to Contractor. If City gives such notice, Contractor shall immediately suspend its activities under this Agreement.

B. This Contract may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

i. Contractor shall immediately cease rendering services pursuant to this Agreement;
ii. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this Agreement;
iii. City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

6. INDEPENDENT CONTRACTOR

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

7. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

8. EXTENSIONS OF TIME

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 7.

9. PROPERTY OF CITY

It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

10. COMPLIANCE WITH ALL LAWS

Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, all applicable laws, ordinances, and codes of federal, State and local governments, which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

For all leases and purchases of materials, equipment, supplies or other tangible personal property used to perform the agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit or Seller's Permit from the California State Board of Equalization, in accordance with the applicable SBE criteria and requirements. This provision applies in all instances unless prohibited by the funding source for the agreement.

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in Exhibit A in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor is duly licensed, qualified and experienced to perform the services set forth in the Scope of Services, Exhibit A. Contractor represents and warrants that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this Agreement. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits and approvals that are legally required for Contractor to practice its profession or provide such services. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State.

C. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this Agreement as is necessary for the satisfactory and timely

performance of Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

D. All products of whatsoever nature that Contractor delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any scope of services or schedule of performance specified in Exhibits A or B.

E. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify City in writing, of any other changes in Contractor's staff assigned to perform the services required under this Agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this Agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

F. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research. Contractor shall be liable for any expenses thereby incurred.

12. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

13. ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City. The City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. However, claims for money due or to become due Contractor

from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

14. INTEREST IN CONTRACT

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

15. MATERIALS CONFIDENTIAL

To the extent permitted by law, all of the materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

16. LIABILITY OF CONTRACTOR-NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

17. INDEMNITY AND LITIGATION, COSTS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City, its officers, officials, agents, employees and volunteers against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from all acts or omissions of Contractor, or its officers, agents or employees in rendering services under this Agreement; excluding however, such liability, claims, losses, damages or expenses arising from the City's sole negligence, or willful acts. The provisions of this paragraph shall survive termination or suspension of this Contract. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance requirements of this Agreement. City approval of the Insurance required by this Agreement does not in any way relieve the Contractor from liability under this section.

18. CONTRACTOR TO PROVIDE INSURANCE

Contractor agrees to have and maintain the policies set forth below, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during the term of this Agreement shall be a breach of this Agreement.

A. **Minimum Scope and Limit of Insurance**

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

ii. **Automobile Liability**: Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

iii. **Workers' Compensation** as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. If Contractor has no employees, Contractor must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers' compensation benefits.

iv. **Professional Liability (Errors and Omissions)**: Insurance appropriate to the Contractor's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Professional liability coverage shall extend for at least five years after completion of the Contractor's services under this Agreement.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. **Additional Insured Status**. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to

the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

ii. **Primary Coverage**. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Umbrella or Excess Policy**. The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess Policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

iv. **Notice of Cancelation**. Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days' for notice of cancelation due to non-payment.

v. **Waiver of Subrogation**. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

vi. **Self-Insured Retentions**. Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

vii. **Acceptability of Insurers**. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

viii. **Claims Made Policies**. If any of the required policies for professional liability insurance provide claims-made coverage:

a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work.

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

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

ix. **Verification of Coverage**. Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

x. **Subcontractors**. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

xi. **Special Risks or Circumstances**. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19. GENERAL/MISCELLANEOUS PROVISIONS

A. **Contract Documents**. This Agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity**. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records**. Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and

receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

D. **Entire Agreement**. This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration or modification of this Agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. **Severability**. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver**. Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. **Notice**. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:
City of Rocklin
Police Department/Rustin Banks
4080 Rocklin Road
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor:
Laura Deason, President
Cole Pro Media, Corp
6278 N Federal Hwy #9
Fort Lauderdale, FL 33308

H. **Enforcement of Agreement**. This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

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

J. **Power and Authority to Enter into Agreement**. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

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

L. **Exhibits**. All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

/ / Signatures on the following page

CONTRACTOR

By: _____
Laura Deason, Chief Executive Officer

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Avinta Singh, City Clerk

APPROVED AS TO FORM:

By: _____
Crystal Hodgson, Assistant City Attorney

EXHIBIT A

Scope of Work

Task 1: <u>Regular, bi-monthly two-hour communication strategy training session.</u>

Contractor shall conduct bi-monthly two-hour communication strategy sessions with the designated City's Police Department (PD) staff. Trainings will be onsite when possible, and via teleconference or videoconference (Zoom or Teams for example) when onsite trainings are not possible. The training, advising, and work product shall include:

- Focus on the best ways to handle difficult topics with the community with emphasis on transparency.
- Write high-profile transparency news releases and talking points for the Police Department (PD) when necessary.
- Best practices to deal with transparency, timelines, key messages, and social media posts.
- Best practices to handle critical incidents, media related issues, and crisis communicated issues with a strong emphasis on transparency.
- The Advisor shall help with transparency news releases, transparency social media posts, transparency talking points, and press questions when an incident or situation occurs.
- A bi-monthly, two-hour communication strategy session that focuses on community outreach, with a strong emphasis on social media.
- Keep the PD up to date with best practices and platforms to engage the community in a transparent way.
- Teach the PD Social Media Team the latest trends in social media for transparency. The advisor will monitor and provide content for City's social media platforms.
- Teach the PD what types of content to look for, how to capture great pictures and video, and how to write stories in a way that creates community engagement with a strong focus on transparency.
- Help brand larger, long-term campaigns and writing communications plans with an emphasis on transparency.

Task 2: <u>Other training sessions.</u>

Contractor will provide other transparency engagement training sessions as needed for the PD.

Task 3: <u>On-Call Assistance.</u>

Contractor shall make a Transparency Engagement Advisor available seven days a week, including holidays via cell phone, email, or in-person as needed to work on transparency engagement issues.

EXHIBIT B

Schedule of Performance

This contract will remain in effect from January 1, 2025, until December 31, 2025.

EXHIBIT C

Schedule of Fees

City shall pay Contractor a fixed rate of $2,000 a month for services rendered under this Agreement. Total compensation due under this Contract **shall not exceed $24,000.** Payment shall be sent to 6278 N Federal Hwy #9, Fort Lauderdale, FL 33308 and made payable to COLE PRO MEDIA, CORP.

Additional Expenses
Transparency Engagement Advisor shall not incur any outside expenses on behalf of the City, such as the costs of legal and accounting fees, unless such expenses have been specifically authorized by the City in writing in advance. The parties may need to execute an amendment to this Agreement in order for the City to agree to pay for additional expenses if the costs of such additional expenses would cause the amount due under this Agreement to exceed the limit in Section 2 (A) of this Agreement. If the City approves any outside expenses, then the City shall reimburse Transparency Engagement Advisor for such.

Payment
City shall pay Contractor for all services rendered pursuant to this Contract as set forth in Exhibits A and C, titled Scope of Work and Schedule of Fees, attached hereto and in accordance to the terms outlined in Section 2 Compensation.

Invoices
Invoices for payment shall be provided to the City monthly, or within 30 calendar days of the final service date, or by July 15 whichever is sooner. The City will review, approve, and pay all valid invoices within 30 days of receipt.

Invoices for payment will be submitted by email or mail to the following addresses, will be on the Contractor's letterhead, and will include the remittance address, a unique invoice number, a detailed list of expenses with dollar amounts and supporting documentation, if requested.

Email address:
PDAccountsPayable@Rocklin.ca.us

Mailing address:
City of Rocklin Police Department
Attn: Accounts Payable
4080 Rocklin Road
Rocklin, CA 95677

EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

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

CONTRACTOR

By: _____
Laura Deason, Chief Executive Officer

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Lighting & Landscape Maintenance District No. 2 - Landscape Services Bid Award

Date: January 14, 2025

Submitted By: Rick Lawrence, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for 2025 L&L2 Landscape Services on City-Owned Pocket Parks, Streets, and Right-of-Ways to Pride Industries One, Inc. and Authorizing the City Manager to Execute an Agreement.

Background:
On January 25, 2022, the City Council approved a landscape services agreement for the Landscape & Lighting Maintenance District No. 2 (L&L2) (Resolution No. 2022-22). The agreement was awarded to PRIDE Industries One, Inc. for a period of ten (10) months and two (2) years and expired on December 31, 2024.

With the contract expiring on December 31, 2024, staff solicited bids for the 2025 L&L2 Landscape Services on City-Owned Pocket Parks, Streets, and Right-of-Ways. The landscape areas in the L&L2 area include pocket parks, streets, and right-of-ways totaling approximately 899,065 square feet. The bid is for landscape services for a 3.5 year period (January 1, 2025, to June 30, 2028).

This project is funded through the L&L2 Fund (235) and is included as part of the Fiscal Year (FY) 2024/25 Operating Budget, which was approved by the City Council on June 25, 2024.

The bid for 2025 L&L2 Landscape Services on City-Owned Pocket Parks, Streets, and Right-of-Ways Project was advertised on October 18, 2024, and October 25, 2024, with the bid opening on Tuesday, November 12, 2024. Five (5) bids were received from the following (see Attachment 3):

CONTRACT	BID AMOUNT
Pride Industries One, Inc. (Roseville)	$1,078,878.00
Elite Maintenance & Tree Services (Bakersfield)	$1,177,775.15

Landscape & Tree Company (Roseville)	$1,213,737.75
Brightview Landscape Services, Inc. (Rocklin)	$1,348,597.50
Dominguez Landscape (Sacramento)	$1,537,401.15

Staff has reviewed the bids for sufficiency, determined that they are responsive, and determined that Pride Industries One, Inc. submitted the lowest responsible bid. Staff recommends that the City Council award the contract to Pride Industries One, Inc in the amount of $1,078.878.00.

The first period of the agreement will be for eighteen (18) months (January 1, 2025 - June 30, 2026), followed by two (2) twelve-month periods (July 1, 2026 - June 30, 2027, and July 1, 2027 - June 30, 2028). This contract is based on a price per square foot and allows for the addition or deletion of square footage and/or trash cans via change order as subdivisions, roadways, and parks are added or removed from the City's inventory.

The resolution also establishes the City Manager's change order authority under the Agreement and accordingly, the City Manager is authorized to approve change orders that add, increase, delete, or reduce square footage of the areas within the City where services must be provided, and may authorize adding, increasing, deleting, or reducing the number of trash cans serviced under the Contract for Services with PRIDE Industries One, Inc. as the City increases/decreases the landscape and park maintenance areas during the term of the Contract, provided that funds have been appropriated for such services.

Environmental Analysis:
The City of Rocklin's Environmental Coordinator has 2025 L&L2 Landscape Services on City-Owned Pocket Parks, Streets, and Right-of-Ways project and determined that it falls under the previously approved Notice of Exemption for the Citywide Mow Services projects (Resolution No. 2019-136). As such, the project 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. This project is included in the Fiscal Year 2024/25 Operating Budget for the Lighting & Landscape Maintenance District No. 2 Fund (235).

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Contract for Services
3. Bid Summary

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE CONTRACT FOR THE 2025 L&L2 LANDSCAPE SERVICES ON CITY-OWNED POCKET PARKS, STREETS, AND RIGHT-OF-WAYS TO PRIDE INDUSTRIES ONE, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT

WHEREAS, the City has a need for landscape services on City-Owned Light & Landscape District (L&L2) pocket parks, streets, and Right-of-Ways ends and the most recent contract for such services expired on December 31, 2024; and

WHEREAS, the invitation for bids for the 2025 L&L2 Landscape Services on City-Owned Pocket Parks, Streets, and Right-of-Ways was advertised on November 1, 2024, and November 8, 2024, with the bid opening on Thursday, November 21, 2024; and

WHEREAS, Five (5) bids were received, and the lowest responsive and responsible bid was submitted by PRIDE Industries One, Inc., in the amount of $1,078,878. Staff recommends that the contract for the project be awarded to PRIDE Industries One, Inc.; and

WHEREAS, the contract for landscape services with PRIDE Industries One, Inc. will be for a term of three (3) years and six (6) months, based on price per square foot, with the allowance for the addition/deletion of square footage via change order; and

WHEREAS, the cost for these landscape services is included in the Fiscal Year (FY) 2024/25 budget and the project is funded through Lighting & Landscape Maintenance District No. 2 (L&L2) Funds (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 awards the contract for the 2025 L&L2 Landscape Services on City-Owned Pocket Parks, Streets, and Rights-of-Way to PRIDE Industries One, Inc., in the amount of $1,078,878, and the City Manager is hereby authorized to execute the Contract for Services with PRIDE Industries One, Inc., in substantially the form attached hereto as Exhibit “A.”

Section 3. The City Council hereby establishes the City Manager’s change order authority under the Agreement and accordingly, the City Manager is authorized to change orders that add, increase, delete, or reduces square footage of the areas within the City where services must be provided, and may authorize adding, increasing,

deleting, or reducing the number of trash cans serviced under the Contract for Services with PRIDE Industries One, Inc. as the City increases/decreases the landscape and park maintenance areas during the term of the Contract, provided that funds have been appropriated for such services.

PASSED AND ADOPTED this 14th day of January, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

CONTRACT FOR SERVICES

THIS CONTRACT is made on January 14, 2025 by and between the CITY OF ROCKLIN a municipal corporation ("City"), and PRIDE Industries One, Inc. "Contractor," who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this Agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy. Contractor shall further comply with Exhibits D and E, respectively, each of which is hereby attached and incorporated herein by reference.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this Agreement at the times and in the manner set forth in the Scope of Work, Exhibit A, the Schedule of Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of One Million, Seventy-Eight Thousand, Eight Hundred and Seventy-Eight Dollars ($1,078,878)**. The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

B. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. Reimbursable expenses shall be limited to actual expenditures of Contractor for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

C. Contractor shall submit all billings/invoices for services to City in the manner specified in Exhibit B. Contractor's fees shall be as specified in the Scope of Work, Exhibit A or the Schedule of Fees as set forth in Exhibit C. All invoices submitted by Contractor shall contain the following information:

i. Job/project name or description;

ii. City's current purchase order and/or work order number (if applicable);
iii. Contractor's invoice number;
iv. Date of invoice issuance;
v. Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
vi. Amount of invoice, itemizing all authorized reimbursable expenses; and
vii. Total billed to date under agreement.

D. City shall make payment to Contractor net 30 days from receipt of an acceptable invoice. If Contractor's performance is not in conformity with the Scope of Work, Exhibit A, or the Schedule of Performance, Exhibit B, or the provisions set forth above, payments may be delayed or denied, unless the Contractor's failure to perform is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 4. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above, or as set forth in the Schedule of Performance.

E. During performance of the agreement and for a period of three (3) years after completing all services, Contractor shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Contractor's costs for all services performed under this Agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

F. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

3. FACILITIES AND EQUIPMENT

Contractor shall at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform services pursuant to this Agreement. City shall furnish to Contractor, only the facilities and equipment listed in Exhibit A (if any) according to any terms and conditions set forth in Exhibit A.

4. TERM OF CONTRACT

A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect until both parties have fully performed their respective obligations under this agreement unless sooner terminated as provided herein.

B. The services of Contractor are to commence upon execution of this Contract and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit B**.

5. SUSPENSION/TERMINATION

A. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving written notice of suspension to Contractor. If City gives such notice, Contractor shall immediately suspend its activities under this Agreement.

B. This Contract may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

i. Contractor shall immediately cease rendering services pursuant to this Agreement;
ii. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this Agreement;
iii. City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

6. INDEPENDENT CONTRACTOR

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

7. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

8. EXTENSIONS OF TIME

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 7.

9. PROPERTY OF CITY

It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

10. COMPLIANCE WITH ALL LAWS

Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, all applicable laws, ordinances, and codes of federal, State and local governments, which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

For all leases and purchases of materials, equipment, supplies or other tangible personal property used to perform the agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit or Seller's Permit from the California State Board of Equalization, in accordance with the applicable SBE criteria and requirements. This provision applies in all instances unless prohibited by the funding source for the agreement.

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in Exhibit A in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor is duly licensed, qualified and experienced to perform the services set forth in the Scope of Services, Exhibit A. Contractor represents and warrants

that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this Agreement. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits and approvals that are legally required for Contractor to practice its profession or provide such services. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State.

C. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this Agreement as is necessary for the satisfactory and timely performance of Contractor's obligations under this Agreement. Neither party shall be considered in default of this Agreement to the extent that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

D. All products of whatsoever nature that Contractor delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any scope of services or schedule of performance specified in Exhibits A or B.

E. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify City in writing, of any other changes in Contractor's staff assigned to perform the services required under this Agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this Agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

F. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Agreement is based on such independent investigation and research. Contractor shall be liable for any expenses thereby incurred.

12. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

13. ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City. The City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

14. INTEREST IN CONTRACT

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

15. MATERIALS CONFIDENTIAL

To the extent permitted by law, all of the materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

16. LIABILITY OF CONTRACTOR-NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

17. INDEMNITY AND LITIGATION, COSTS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City, its officers, officials, agents, employees and volunteers against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from all acts or omissions of Contractor, or its officers, agents or employees in rendering services under this Agreement; excluding however, such liability, claims, losses, damages or expenses arising from the City's sole negligence, or willful acts. The provisions of this paragraph shall survive termination or suspension of this Contract. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance requirements of this Agreement. City approval of the Insurance required by this Agreement does not in any way relieve the Contractor from liability under this section.

18. CONTRACTOR TO PROVIDE INSURANCE

Contractor agrees to have and maintain the policies set forth below, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

A. **Minimum Scope and Limit of Insurance**

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

ii. **Automobile Liability**: Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than $1,000,000 per accident for bodily injury and property damage.

iii. **Workers' Compensation** as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. If Contractor has no employees, Contractor must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers' compensation benefits.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. **Additional Insured Status**. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

ii. **Primary Coverage**. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

iii. **Umbrella or Excess Policy**. The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess Policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

iv. **Notice of Cancelation**. Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days' for notice of cancelation due to non-payment.

v. **Waiver of Subrogation**. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

vi. **Self-Insured Retentions**. Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

vii. **Acceptability of Insurers**. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

viii. **Claims Made Policies**. If any of the required policies for professional liability insurance provide claims-made coverage:

a. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work.

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

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

ix. **Verification of Coverage**. Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

x. **Subcontractors**. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

xi. **Special Risks or Circumstances**. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19. GENERAL/MISCELLANEOUS PROVISIONS

A. **Contract Documents**. This Agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without

limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity**. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records**. Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

D. **Entire Agreement**. This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration or modification of this Agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. **Severability**. If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver**. Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. **Notice**. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: City of Rocklin
Public Works Department
4081 Alvis Court,
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road

Rocklin, CA 95677

Contractor: PRIDE Industries One, Inc.
10030 Foothills Blvd.
Roseville, CA 95747

H. **Enforcement of Agreement**. This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

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

J. **Power and Authority to Enter into Agreement**. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

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

L. **Exhibits**. All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

CONTRACTOR

By: _____

[Name, Title]

By: _____
[Name, Title]

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

ATTEST:

By: _____
Avinta Singh, City Clerk

APPROVED AS TO FORM:

By: _____
Matthew McOmber, City Attorney

EXHIBIT A

Scope of Work

The Scope of Work is the Landscape Maintenance & Mow Services Specifications as outlined below:

CITY OF ROCKLIN
LANDSCAPE MAINTENANCE & MOW SERVICES-
SPECIFICATIONS

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LANDSCAPE MAINTENANCE & MOW
SPECIFICATIONS

1. SCOPE

A. Furnish all labor, materials, tools, equipment, and transportation required to perform mowing, edging, trash and debris removal**,** cleaning of sidewalks, care of shrub beds, care of ground cover plantings, fertilization, pre-emergent, post-emergent, aerating, applications of pesticides, pruning and staking, grass and weed control, renovation of turf, and other items specified herein and listed on the Bid.

B. It is the responsibility of Contractor to assure that all turf and planting is kept in a healthy growing condition by cultivating, mowing, edging, fertilizing, pre-emergent, post-emergent, and by performing any other necessary operations of maintenance. If the Contractor observes any issues that are not within their scope of work they shall immediately report them to the project manager.

2. CONTRACTOR EXPERIENCE

A. Contractor shall demonstrate through previous or existing contacts the ability and knowledge to manage a contract of this size. Contractor shall provide a list of experience and contact information on Exhibit “B” of the bid documents and submit at time of bid.

3. INTERFERENCE

A. Contractor shall conduct the work required in such manner as to cause the least amount of interference to the public.

B. Contractor recognizes that, during the course of this Agreement, other activities and operations may be conducted by City work forces and/or other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. Contractor may be required to modify the weekly schedule and shall promptly comply with any request made by the City Inspector. To the extent that any such modifications may alter the specifications in the agreement, City will evaluate the need to amend the contract.

4. DAMAGE/NON-PERFORMANCE

A. All landscaping covered under this contract will be evaluated on a regular basis by the City Inspector. Any damage identified will be noted and reviewed with Contractor at meetings to be scheduled by City.

B. Any damage to landscaping, equipment or any related structures (e.g., valve boxes, drains, treestakes) due to Contractor's negligence during the performance of any provision of this agreement shall be the responsibility of the Contractor. The City Inspector will determine who is responsible for such negligence.

C. Contractor will have five (5) working days to repair and correct any damages once Contractor has been notified by the City Inspector. Any time extension or deviation will require the coordination and approval of the City Inspector. The damaged area will be restored to its original condition unless otherwise specified by the City Inspector. Contractor will notify the City in writing that the repairs and/or corrections have been completed no later that two (2) business days after they have been finished.

D. If sprinklers are damaged by Contractor during the course of this contract by mowing and/or other construction, Contractor shall repair such damages at Contractor's sole expense. Repairs shall be completed within 24 hours of notification by the City. Repairs not completed with 24 hours of notification will be completed by City and all costs incurred shall be withheld from the contracted monthly invoice.

E. Non-performance by Contractor that results in City personnel performing unnecessary work in preparation for Contractor, or completing work that should have been performed by Contractor will result in the actual cost being charged back to Contractor. These costs will be deducted from the monthly invoice.

F. Failure to perform as specified in the scope of work will be determined by the City inspector. Any inspection reports showing non-performance will be grounds for the recuperation of part or all of the monthly costs of the affected site per the square foot price from the Contractor. The decision to apply the charges shall be at the sole discretion of the Parks & Facilities Operation Manager. This includes but is not limited to non-adherence to the approved mow schedule without the City inspector's approval.

5. TRASH AND DEBRIS REMOVAL

A. Complete trash and litter pickup for the removal of paper, glass, trash, undesirable materials, and all accumulated debris within the park and landscaped areas is to be performed each time the site is serviced. This includes, but is not limited to, walkways, sidewalks, all turf and planted areas, planters, drains, catch basins, and gutters. Tree limbs, including limbs from Oak trees, will also be included in debris removal. If the limb is of significant size, Contractor will notify and coordinate removal with the City. This will require a thorough inspection of the areas at least once a week. The Contractor can unload the City of Rocklin's collected trash and debris at the appropriate location in the City's Corporation Yard. The City's personnel will continue to remove trash and debris from the trash receptacles per the established City schedule.

B. Complete litter pickup and supplemental hand sweeping of parking lot

corners and other parking lot areas along gutters/curbs inaccessible to power equipment shall be accomplished to ensure a neat appearance. Debris is not to be swept or blown into the street. It is Contractor's responsibility to remove debris and dispose of it offsite.

C. Where City provides trash receptacles, it will be the responsibility of the City's personnel to empty them and properly dispose of the contents, and to keep receptacles clean. Contractor shall not dispose of trash and debris in these receptacles.

Exception: All receptacles in the downtown streetscape area located on Pacific Street between Midas and Bush Street shall be emptied and cleaned weekly by the Contractor. There are approximately ten (10) receptacles currently located in this area.

D. Accumulation of leaves shall be removed from all landscaped areas including walls, gutters, beds, planters, tree perimeters, and parking lots, and removed from the site. The tree perimeter is defined as four feet (4') from the turf or planter edge to the tree trunk. If leaves are blown into the tree perimeter, they must be picked up. Some sites might require additional visits during leaf season. Contractor will remove leaves on a weekly basis and dispose of them offsite.

6. SIDEWALKS

A. Sidewalks and paved areas shall be swept and cleaned of dirt or soil that might be washed from adjacent slopes or planted areas, as required. Turning equipment on the sidewalks should be avoided in order to prevent the marking and staining of the concrete. In the event that the sidewalks are stained with grass and/or rubber tire marks, the Contractor will clean the area affected.

B. All plant growth shall be prevented in any cracks, in curbs, or in street gutters.

7. LANDSCAPE & MOW MAINTENANCE SCHEDULE:

A. Contractor shall establish with the Landscape Services Supervisor a set maintenance schedule for all streetscapes including but not limited to weekly mowing and monthly maintenance. Any deviation to the set schedule will be communicated in writing and approved in advance by the City Inspector prior to its implementation.

8. STAFFING HOURS AND DAYS FOR MAINTENANCE SERVICES

A. Contractor shall perform the required maintenance service as follows:

1. Four (4) Landscape Maintenance Laborers (not including management or administrator work) for a total of Forty Hours per week.
2. Work hours for the Landscape areas identified in Exhibit A of the Specifications will be between the hours of 7:00a.m. and 6:00p.m. Monday through Friday, Any work outside of these hours will require approval of the City Inspector.

B. No maintenance functions that generate excess noise, which would cause annoyance to residents of the area, shall be commenced before 7:00 a.m., Monday through Saturday. The City has established a schedule for work to be followed in the performance of this contract. All streetscape scheduling will be coordinated with the Operations Manager or his designee. Any deviations to the schedule will be coordinated and approved by the City Inspector prior to any work commencing. Contractor shall conduct the work at all times in a manner that will not interfere with normal park use, pedestrian traffic on adjacent sidewalks, and vehicular traffic on adjacent streets.

C. Any modification in the hours and days of maintenance service as stated in the Contractor's Service Schedule is subject to approval by the City Inspector.

9. SIGNS/IMPROVEMENTS

A. Contractor shall not post signs or advertising material upon the site premises, unless prior approval is obtained from the Inspector.

B. Contractor will remove all paper and cardboard signs from work site, including removal of signs from utility poles.

10. TREES

This section, Section 10, pertains to streetscapes and open space areas only.

A. Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance typical of the species with proper safety clearance and structure.

B. The Contractor shall maintain existing stakes and ties on all trees until such time as they are no longer needed for support, as determined by the Agency. Stakes and ties shall be inspected at least twice yearly or as required by weather conditions, to prevent girdling of trunks and branches and to prevent rubbing that causes bark wounds. The Agency shall be responsible for needed additional stakes and ties. Contractor shall be responsible for installation and maintenance. Removed stakes shall be turned over to the Agency.

C. Trees shall be checked annually and pruned as needed to insure proper growth in compliance with the following guidelines:

1. Safety Clearance on Trees - maintain trees to achieve an eight foot (8') clearance for all branches over sidewalk and within the landscaped areas, and fourteen foot (14') clearance for branches overhanging beyond curb line into the paved section of roadways to maintain safe vehicular and pedestrian visibility, clearance, and access.

2. Prune trees to reveal all street signs.

3. Remove all dead, diseased and insect infested branches and limbs. Report severe damage or hinging limbs that are above fifteen feet (15') to the Inspector immediately. Climbing spurs shall not be used. Apply insecticides as needed and described in Section 14, Part F (Use of Chemicals).

4. Prune branches that are rubbing on walks, fences, and buildings.

5. Prune suckers, water sprouts, and other undesirable growth on trees.

6. Special emphasis shall be placed on public and employee safety during all operations, particularly when adjacent to roadways.

7. At the Contractor's expense, all trimmings and debris shall be chipped, removed and disposed the same day at the City's Corporation Yard, 4081 Alvis Court, Rocklin, CA, during business hours of 7:30am – 4:00pm. The chipped trimmings and debris shall be placed at the appropriate location in the City's Corporation Yard.

8. All pruning shall be done using the Western Chapter of the International Society of Arboriculture's pruning standards, approved methods and techniques. Excessive pruning, stubbing back, or topping will not be permitted. All pruning cuts shall be made beyond, and close to, the branch collar ring. Trees shall be cleanly cut with no tearing of the bark. Shearing or "lopping" will not be permitted unless specifically approved by the Inspector. The Contractor shall provide replacement trees and shrubs, at contractor's expense, if trees are "topped" or if the Western Chapter of the International Society of Arboriculture's pruning standards is not met.

9. All limbs 1 1/2" or greater in diameter shall be undercut to prevent splitting.

10. All limbs shall be lowered to the ground using a method that prevents damage to the remaining limbs.

All pruning equipment utilized shall be clean, sharp and expressly designed for tree pruning.

11. SHRUBS

A. Shrubs shall be pruned twice per year or more frequently as needed to maintain established height and shape or to prevent encroachment into other areas.

1. Prune hedges and shrubs to maintain eight foot (8') clearance above sidewalks and fourteen foot (14') clearance overhanging beyond curb line into the paved sections of roadways to achieve safe vehicular and pedestrian visibility, clearance, and access.

2. Prune hedges to reveal all street signs.

3. Remove all dead, diseased, insect infested and unsightly branches. Remove all vines or other growth as it develops within any shrub/hedge. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas. Vines that cover sound walls are not to be removed unless directed to do so by Inspector. Apply insecticides as needed and described in Section 14, Part F (Use of Chemicals.

4. At the Contractor's expense, all dead shrubs shall be chipped, removed and disposed the same day at the City's Corporation Yard, 4081 Alvis Court, Rocklin, CA. Notify Inspector prior to removal of shrubs/hedges. The chipped trimmings and debris shall be placed in the designated area provided by the City.

5. Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming. In no case shall hedge shears be used as a means of pruning, unless prior authorization from the Inspector has been obtained.

6. All pruning cuts shall be smooth, leaving no stubs exposed. Ragged or chewed appearance is not acceptable.

12. GROUND COVER

A. Ground cover shall be kept free of weeds, litter, debris and leaves. Ground cover beds shall be maintained within their intended bounds and shall not be permitted to encroach into shrub beds or adjacent areas, or in any manner deemed undesirable by the Inspector. Ground cover shall not exceed three inches (3") beyond the inside side edge of the curb or border.

B. Ground cover plantings shall be thinned and pruned for the health of the planting and the appearance of the site, and at such other times when directed by the Inspector.

C. Replanting may be required to maintain continuity of the ground cover area. Replacements will be provided by the City.

13. TURF

A. Dwarf Tall Fescue Turf shall be mowed to maintain a uniform height of no more than two and one-half to three and one-half inches (2½"-3½") unless otherwise specified by the City Inspector. This will require weekly mowing except for the sports fields which will require an additional (2nd) mowing per week. (Margaret Azevedo Soccer Field is covered under the Celebration Bermuda Section). During the winter months (November 1 – February 28), weekly mowing will be reduced and the frequency of mowing will be determined by growing conditions and subject to review by the City Inspector.

B. Celebration Bermuda Turf shall be mowed to maintain a uniform height of no more than three-quarters of an inch to one inch (3/4"- 1") unless otherwise

specified by the City Inspector. A Reel Mower is required for all mowing of the Celebration Bermuda Turf, no exceptions. This will require mowing three (3) times per week during the peak growing season. As the growing conditions change in the winter months, the mowing frequency will be reduced and subject to review by the City Inspector. Prior to dormancy in October, the over-seeding of Ryegrass (done by Rocklin Youth Soccer Club) will cause the continuation of the mowing throughout the winter months.

C. Mulching of cuttings is allowed. At the Contractor's expense, the Contractor shall separately bag, remove and dispose of all excessive grass clippings at the City's Corporation Yard, 4081 Alvis Court, Rocklin, CA. The bagged trimmings shall be placed in the designated area provided by the City.

D. Edges of lawn, ground cover, valve boxes, drains, and utility boxes shall be trimmed weekly for neat appearance. Clippings shall be vacuumed or blown off walks. The clippings are not to be blown into the tree perimeter area, onto sidewalks, or into the streets, curbs and gutters. Trimming will take place at the same time the turf is mowed unless otherwise directed by the City Inspector.

E. In no case shall string line trimmers be used around the base of trees. All turf within 12-inches of the tree base shall be chemically removed.

F. Before mowing operations begin the area will be physically walked and visually inspected and all debris including stones and limbs shall be removed.

G. A 21-inch push mower will be used in areas where the likelihood of scalping and/or wet spots would prevent the use of a riding mower. If the area is unable to be mowed by a 21-inch push mower, then a weed eater will be used.

H. Fertilization: All City streetscapes and parks shall be fertilized six times per year, February, April, June, August, October, and December per manufacturer's specifications. All fertilizer that accumulates on the sidewalks, streets, curbs, or gutters shall be immediately removed in accordance with the Clean Water Act**.** See Exhibit F for the Quantities required for all of the Parks.

I. Aeration: All turfed areas shall be aerated two (2) times per year, once prior to the April 1st fertilization and once prior to the October 1st fertilization. The following shall apply:

1. A mechanical coring tine aerator (e.g., Toro Procore 440 Aerator, Ryan LA 28 walk-behind aerator or equivalent) shall be used. Contractor shall provide documentation, prior to bid award, that a mechanical coring tine aerator will be available for their use during the time period identified for aeration.

2. Where there are areas that are too small to use the "Toro" aerator, a "Ryan" walk-behind aerator or equivalent will be used. Contractor shall

provide all materials, equipment, and labor.

3. All sprinkler heads will be staked by City personnel prior to aerating. The aeration will take place the same day the sprinklers are flagged. Failure to do so will result in any re-flagging costs being charged back to Contractor. Any damage incurred as a result of the aerating shall be repaired at Contractor's expense.

J. Renovation: Repair and replacement of turf damaged due to the negligence of Contractor shall be repaired by Contractor to the satisfaction of the City Inspector. Repairs to turf areas shall be made with sod or seeded as determined by the City Inspector. Depressions in the turf created by Contractor's equipment shall be brought level to grade with topsoil and sod or seed as determined by the City Inspector.

14. OPEN SPACE WEED ABATEMENT

A. Whitney Ranch Open Space: All open space areas within the designated area (refer to Exhibit A-3). Contractor shall perform weed abatement to include but not limited to abatement along and around all fence and wall lines, trees, and shrubs. Weed abatement will occur twice yearly as coordinated by the City Inspector.

15. USE OF CHEMICALS

A. A pesticide program for the control of weeds, fungus, insects, and rodents, shall be applied a minimum of four applications per year and as needed follow up spot treatments to maintain control The Contractor shall comply with the California Department of Pesticide Regulation and the Placer County Department of Agriculture's regulations governing the use of pesticides. The Inspector shall be notified one week prior to expected date of application of any pesticide.

B. The Contractor will be responsible for the pest control recommendations for all pesticides applied within the City of Rocklin. Should any unforeseen chemical application be necessary, the City shall be notified fourteen (14) days prior to the application.

1. All chemical applications shall be done with extreme care to avoid any hazard to any person, pet or damage to property in the area. All pesticides shall be applied according to the Pesticide Control Advisor's written recommendation and the manufacture's label. Material, timing, rate of application, and application shall be applied by persons holding a Qualified Applicator Certificate issued by the California Department of Pesticide Regulation.

2. Records of all operations, stating dates, times, methods of application, chemical formulations, applicators names and weather conditions shall be made and retained in an active file for a minimum of two (2) years by the Contractor. These records must be available for review upon request from the Inspector, County, State or Federal

Officers.

3. A State of California Monthly Summary Pesticide Use Report and a City of Rocklin Daily Pesticide Operation Report shall be turned into the City with monthly invoice (see Exhibit F - Monthly Summary Pesticide Use Report and Exhibit G - City of Rocklin Daily Pesticide Operation Report).

4. All chemicals requiring a special permit for use must be registered with the Placer County Agricultural Commissioner's Office and a permit obtained with a copy to the City. A Pest Control Advisors recommendation must be on file with the Inspector prior to use of special permit chemicals.

5. Shrub beds, D.G. pathways, ball field warning track/perimeter areas, and lawns shall be kept reasonable free of weeds. Weeding may be done manually or by use of selective pesticides. If weeds are allowed to grow past 6" (inches) before an herbicide application is applied, it may be necessary for the contractor to mechanically or manually remove the weeds after the application of herbicide.

6. The following products have been approved for use on rights-of- way, parks and other properties owned by the City of Rocklin. Each application for weed control will include a pre-emergence and post-emergence. No other product may be applied without obtaining prior written approval from the City of Rocklin. The pre and post emergence products approved for use are:

   Dimension 2EW
   Roundup Pro Max
   Pendulum Aquacap

16. REPLACEMENT OF PLANT MATERIAL

A. The Contractor shall notify the Inspector within four (4) days of the loss of plant material due to any cause.

B. Contractor is responsible for cost of replacing trees, shrubs, turf, or ground cover, if loss was due to his negligence, as determined by the Inspector.

All exceptions to the guidelines above will be at the City's discretion only.

EXHIBIT B

Schedule of Performance

This agreement is for three years and six months, January 1, 2025 – June 30, 2026, July 1, 2026– June 30, 2027, and July 1, 2027 – June 30, 2028. The performance of this agreement shall be followed as identified in Exhibit A.

EXHIBIT C

Schedule of Fees

The cost to provide landscape services is as follows:

Item No	Item Description	Unit	Estimated Quantity	Unit Price (To the Hundredth Decimal Point)	Total Amount
1	January 1, 2025 - June 30, 2026, Landscape Services (18 Months)	Sq. Ft	899,065		
2	July 1, 2026 - June 30, 2027, Landscape Services (12 Months)	Sq. Ft	899,065		
3	July 1, 2027 - June 30, 2028, Landscape Services (12 Months)	Sq. Ft	899,065		

EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

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

CONTRACTOR

By: _____
[Name, Title]

EXHIBIT E

LABOR 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.

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 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.

EXHIBIT B

Schedule of Performance

This agreement is for three years and six months, January 1, 2025 – June 30, 2026, July 1, 2026– June 30, 2027, and July 1, 2027 – June 30, 2028. The performance of this agreement shall be followed as identified in Exhibit A.

EXHIBIT C

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[Labor Code § 1861]

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

CONTRACTOR

By: _____
[Name, Title]

EXHIBIT E

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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.

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.

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(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 incorporated by reference into this Contract. As applicable, the Contractor or any Subcontractor

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Landscape Services

EXHIBIT C

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General Provisions

Specifications

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
SEALED BID

(MUST BE SIGNED BY BIDDER)

Sealed Bids will be received not later than Time 1:30 p.m. on Thursday, November 21, 2024, at the office of the City Clerk 3970 Rocklin Road, Rocklin, California and opened at 1:30 p.m. or as soon thereafter as business allows.

TO THE HONORABLE CITY COUNCIL:
The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment transportation, and services for

2025 L&L2 Landscape Services on City-Owned Pocket Parks, Streets, and Right-of-Ways

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:

Note: Unit Price shall be priced to the Hundredth Decimal Point

Item No	Item Description	Unit	Estimated Quantity	Unit Price (To the Hundredth Decimal Point)	Total Amount
1	January 1, 2025 - June 30, 2026, Landscape Services (18 Months)	Sq. Ft	899,065	$0.39	$350,635.35
2	July 1, 2026 - June 30, 2027, Landscape Services (12 Months)	Sq. Ft	899,065	$0.40	$359,626.83
3	July 1, 2027 - June 30, 2028, Landscape Services (12 Months)	Sq. Ft	899,065	$0.41	$368,616.65

Total Project Bid, Item Nos. 1 through 3, shall be (spell out) ONE MILLION SEVENTY EIGHT THOUSAND EIGHT HUNDRED AND SEVENTY EIGHT DOLLARS & Dollars.

If awarded the Contract, the undersigned shall execute said Contract and furnish the necessary 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 KLS
No. 2 KLS
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:

PRIDE Industries One, Inc.

Affix Corporate Seal Here

BY: _____
Signature

Kathy Lopez-Shaughnessy
Type/Print Name

Director, Commercial Contracts
Title

DATE: 11/20/24

Valid Contractor's License No.: 967732

Expiration date: 6/30/2025

Public Works Registration No. 1000004128

ADDENDUM NO. 1
TO THE PLANS AND SPECIFICATIONS FOR THE
2025 L&L2 LANDSCAPE SERVICES ON CITY OWNED POCKET PARKS, STREETS, AND RIGHT-OF-WAYS

This addendum covers changes to the Plans and Specifications and shall become part of the contract documents. Sign and include this addendum as part of your bid package.

Item #1: The Contact for questions has been updated and changed from Heldaro Silva to Kenny Black. Replace the Notice to Contractors with the updated version Exhibit A.

End of Addendum No. 1

Signature of Bidder: PRIDE Industries One, Inc.

Contractor

November 21, 2024
Date

SUBMIT THIS SHEET AS PART OF YOUR BID PACKAGE

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 PLANS AND SPECIFICATIONS FOR THE
2025 L&L2 LANDSCAPE SERVICES ON CITY OWNED POCKET PARKS, STREETS, AND RIGHT-OF-WAYS

This addendum covers changes to the Plans and Specifications and shall become part of the contract documents. Sign and include this addendum as part of your bid package.

Item #1: Attached as Exhibit A is the questions and answers.

Item #2: Attached as Exhibit B is the Pre-Bid Meeting Sign-In Sheet.

Item #3: Replace the existing Table of Contents with Exhibit C. The Table of Contents have been updated to include the additional required attachments that are due upon bid submission and bid award. Please submit the appropriate attachments with your sealed bid.

Item #4: Replace the existing Specifications with Exhibit D. Section 13 Item H of the Specifications have been updated to reflect a decrease in the number of applications and that the City will provide the fertilizer.

End of Addendum No. 2

Signature of Bidder: 

PRIDE Industries One, Inc. November 21, 2024

Contractor Date

SUBMIT THIS SHEET AS PART OF YOUR BID PACKAGE

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.

ATTACHMENT A

BID BOND

City of Rocklin

We, PRIDE Industries One, Inc, as principal, and Fidelity and Deposit Company of Maryland, as Surety are held and firmly bound unto the City of Rocklin, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the Bid of the Principal submitted to the Obligee for the Work described below, for the payment of which sum we hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a Bid to the Obligee, for

2025 L&L2 Landscape Services on City-Owned Pocket Parks, Streets, and Right-of-Ways throughout the City of Rocklin

(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 November 21, 2024

(Insert date of Bid opening)

NOW, THEREFORE, if the Principal is awarded the Contract and after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the Bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time for award of a contract after opening of Bids, alteration, addition, modification, or supplement to the terms of the Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents, shall in any way affect the Surety's obligations under this Bond, and the Surety does hereby waive notice of any such change, extension of time, alteration, addition, modification or supplement to the terms of said Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the court.

Dated: November 19, 2024

Principal: PRIDE Industries One, Inc

By: _____

Surety: Fidelity and Deposit Company of Maryland
Address: 1299 Zurich Way, 5th Fl., Schaumburg, IL 60196
Telephone: (925) 405-2957
Attorney in Fact: Stephanie Agapoff

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF BIDDER AND SURETY.

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On November 19, 2024 before me, Tina S. Salas, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

TINA S. SALAS
Notary Public - California
Sacramento County
Commission # 2409815
My Comm. Expires Jul 4, 2026

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint David WEISE, Jose LEMUS, Rosalie A. MISZKIEL, Nicki MOON, Tina SALAS, Stephanie AGAPOFF, **all of Rancho Cordova, California,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 13th day of January, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 13th day of January, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Iva Bethea
Notary Public
My Commission Expires September 30, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of November, 2024.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CALIFORNIA 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 Placer }

On November 20, 2024 before me, Katelin Wagner, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Kathleen Ana Lopez-Shaughnessy
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.

KATELIN WAGNER
Notary Public - California
Placer County
Commission # 2429934
My Comm. Expires Dec 9, 2026

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 Katelin Wagner
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____

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ATTACHMENT B

NONCOLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF Placer

Kathy Lopez-Shaughnessy, being first duly sworn, deposes and says that he or she is Director of Contracts [Title] of PRIDE Industries One, Inc., the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid or to refrain from bidding; that Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price Bid of Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the price Bid, or of that of any other Bidder. All statements contained in the Bid are true. Bidder has not, directly or indirectly, submitted its price Bid or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

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

Signed: _____

Title: Director, Commercial Contracts

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

Subscribed and sworn to before me this

20 day of November, 2024,
by Kathleen Lopez-Shaughnessy
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

KATELIN WAGNER
Notary Public - California
Placer County
Commission # 2429934
My Comm. Expires Dec 9, 2026

(seal)

Katelin Wagner
Signature

ATTACHMENT C

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: PRIDE Industries One, Inc. Date November 21, 2024

BY: _____
Signature

Kathy Lopez-Shaughnessy
Type/Print Name

Director, Commercial Contracts
Title

EXCEPTIONS TO CERTIFICATION

If Bidder has any exceptions to the Certification set forth above, state the exception and an explanation of the circumstances:

BIDDER: PRIDE Industries One, Inc. Date November 21, 2024

BY: _____
Signature

Kathy Lopez-Shaughnessy
Type/Print Name

Director, Commercial Contracts
Title

ATTACHMENT D

RESOLUTION OF DISPUTES REGARDING THE BIDDING PROCESS

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of constructing this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the City for this project, the Bidder agrees to comply with and to be bound by this procedure.

1. If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least two (2) working days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

2. Within five (5) calendar days after the opening of Bids, Bidder shall provide a written notice to the City of any and all mistakes regarding the Bid for which a Bidder requests relief. The City shall not consider any requests for relief due to mistake if notice is not received within the time requirements of Public Contract Code section 5100, *et seq.*, Relief of Bidders.

3. No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

4. If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

5. Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

6. Any Bidder complying with the above procedure may bring an action within sixty (60) days from the action of the City Council, in accordance with Sections 860 and 863 of the California Code of Civil Procedure, to determine the validity of the City Council's action on the award of the contract. The City shall be a defendant and shall be served with the summons and complaint in the action in the manner

provided by law for the service of a summons in a civil action. In any such action the summons shall be in the form prescribed in Section 861.1 of the California Code of Civil Procedure except that in addition to being directed to "all persons interested in the matter of [specifying the matter]," it shall also be directed to the City. If the bidder bringing such action fails to complete the publication and such other notice as may be prescribed by the court in accordance with Section 863 of the California Code of Civil Procedure and to file proof thereof in the action within 60 days from the filing of his complaint, the action shall be dismissed on the motion of the City unless good cause for such failure is shown by the bidder.

PRIDE Industries One, Inc.
Contractor

November 21, 2024
Date

Signature

ATTACHMENT E

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Corporation or a Limited Liability Corporation)

STATE OF CALIFORNIA
COUNTY OF Placer

I HEREBY CERTIFY that at a meeting of the Board of Directors of the PRIDE Industries One, Inc., a corporation existing under the laws of the State of California, held on April 24, 2024 the following resolution was duly passed and adopted:

"RESOLVED, that Kathy Lopez-Shaughnessy, as Director, Commercial Contracts of the Corporation, be and is hereby authorized to execute the Bid dated Nov. 20, 2024 to the City of Rocklin and this Corporation and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate seal fixed, shall be the official act and deed of this Corporation."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 20th day of November, 2024

~~Secretary~~ Director, Commercial Contracts
Corporate Officer

(seal)

10030 Foothills Blvd., Roseville, CA 95747
Corporate Address

RESOLUTIONS OF
THE BOARD OF DIRECTORS OF
PRIDE INDUSTRIES April 24, 2024

Delegation of Signature Authority

WHEREAS, pursuant to Article IX, Section 1 of the Bylaws of PRIDE Industries (the "Corporation"), the Board of Directors of the Corporation (the "Board") may authorize any officer or officers, or any employee or employees in conjunction with one or more officers to enter into any contract or sign checks for payment of money, notes, or other evidence of indebtedness in the name and on behalf of the Corporation; and

WHEREAS, the Board annually reviews and approves a Signing Authority Limits policy and procedure for direct monetary expenditures that delegates certain signing authority to officers of the Corporation; and

WHEREAS, the Board has reviewed and wishes to approve the revised Signing Authority Limits policy and procedure attached hereto as **Exhibit A**; and

WHEREAS, on an ongoing basis, the Corporation submits proposals to, and enters into contracts, amendments, and other agreements and instruments with, various government and private organizations for the purposes of providing mission-related services or facility services to these organizations in exchange for compensation (collectively, "Proposals and Contracts") and may require authority from the Board of the delegation to execute such documents; and

WHEREAS, the Board wishes to delegate certain authority to officers of the Corporation to execute such Proposals and Contracts.

NOW, THEREFORE, BE IT RESOLVED, that the Signing Authority Limits Policy and Procedure for Monetary Expenditures, attached hereto as **Exhibit A** is hereby adopted and approved.

FURTHER RESOLVED, that Signature Authority – Contracts and Proposals, attached hereto as **Exhibit B** is hereby approved and adopted.

CERTIFICATION

I certify that this is a true and correct copy of the Resolutions presented to and adopted by the Board of Directors of PRIDE Industries, at a meeting duly called and held in Roseville, California on April 24, 2024, at which a quorum was present and voted.

By: _____ Dated: 4/24/24

Bob Olsen, Chairman

Exhibit A

Signing Authority Limits Policy and Procedure for Monetary Expenditures

PRIDE INDUSTRIES
POLICY AND PROCEDURE

FROM: PRIDE Industries Board of Directors

SUBJECT: Signing Authority Limits – Monetary Expenditures

EFFECTIVE: April 24, 2024

I. Policy

It is the policy of the Board of Directors ("Board") of PRIDE Industries and PRIDE Industries One, Inc. (collectively "PRIDE") to set signing authority limits on contracts and other documents related to the business and all property of PRIDE. The purpose of this policy is to ensure that the management of PRIDE is able to efficiently conduct the day-to-day business of PRIDE and that there is appropriate executive and Board oversight of business transactions.

II. Procedure

A. Annual Review: This policy shall be reviewed and amended as needed at least annually by the Board.

B. Limits and Signatories: The following signing authority limits shall apply for expenditures:

1. Vendor contracts for amounts below Two-Hundred and Fifty Thousand Dollars ($250,000) require the signature of the Vice President of Procurement or the Chief Financial Officer. Purchase Order Requisitions for amounts below TwoHundred and Fifty Thousand Dollars ($250,000) may be further delegated by the Chief Financial Officer.

2. Above Two-Hundred and Fifty Thousand Dollars ($250,000), but not more than Five Hundred Thousand Dollars ($500,000) requires the signature of the Chief Financial Officer or the Senior Vice President of the respective operational business line.

3. Above Five Hundred Thousand Dollars ($500,000), but not more than One Million Dollars ($1,000,000) requires the signatures of both the Chief Financial Officer and Senior Vice President of the respective operational business line.

4. Above One Million Dollars ($1,000,000), but not more than Three Million Dollars ($3,000,000) the signature of the Chief Financial Officer and the President/Chief Executive Officer are required.

5. Amounts in excess of Three Million Dollars ($3,000,000) shall require Finance Committee approval. The signatures of the Chair of the Finance Committee and President/Chief Executive Officer are required.

6. Any acquisition of debt in an amount over Three Million Dollars ($3,000,000) shall require Board approval. Amounts below Three Million Dollars ($3,000,000) require the signatures of the Chief Financial Officer and the President/Chief Executive Officer.

C. Vacancies: In the instance of a vacancy or unfilled position for an individual with signature authority, the approval requirement or delegation authority rests with the individual with the next highest authority level per the Corporation's organizational chart. For clarity, if the SVP of the business line position is vacant, the individual with signature authority is the President/Chief Executive Officer.

Exhibit B

Signature Authority – Proposals and Contracts

PRIDE INDUSTRIES
POLICY AND PROCEDURE

FROM: PRIDE Industries Board of Directors

SUBJECT: Signing Authority – Proposals and Contracts

EFFECTIVE: April 24, 2024

I. Policy

It is the policy of the Board of Directors ("Board") of PRIDE Industries and PRIDE Industries One, Inc. (collectively "PRIDE") to set signing authority limits on proposals, customer contracts, and other documents related to customer agreements, and grant agreements. The purpose of this policy is to ensure that the management of PRIDE is able to efficiently conduct the day-to-day business of PRIDE and that there is appropriate executive and Board oversight of business transactions.

II. Procedure

A. Annual Review: This policy shall be reviewed and amended as needed at least annually by the Board.

B. Limits and Signatories: The following signing authority limits shall apply for proposals, customer contracts, and other documents related to customer agreements and grant agreements:

1. The lesser of Twenty Million Dollars ($20,000,000) in annual sales or One Hundred Million Dollars ($100,000,000) in total contract value and below: President/Chief Executive Officer, Chief Financial Officer, Senior Vice President of the respective operational business line or Vice President of Contracts can sign on behalf of PRIDE. In addition, the Senior Vice President of the respective operational business line may further delegate signature authority for up to the lesser of One Million Dollars ($1,000,000) in annual sales or Five Million Dollars ($5,000,000) in total contract value down to the manager level within PRIDE.

2. Between Twenty Million Dollars ($20,000,000) in annual sales or One Hundred Million Dollars ($100,000,000) in total contract value and Thirty Million Dollars ($30,000,000) in annual sales or One Hundred Fifty Million Dollars ($150,000,000) in total contract value: the signatures of both Senior Vice President of the respective operational business line and either the Chief Financial Officer or the President/Chief Executive Officer are required.

3. Above Thirty Million Dollars ($30,000,000) in annual sales or One Hundred Fifty Million Dollars ($150,000,000) in total contract value: the signatures of Senior Vice President of the respective operational business line, Chief Financial Officer, and President/Chief Executive Officer are required.

C. Vacancies: In the instance of a vacancy or unfilled position for an individual with signature authority, the approval requirement or delegation authority rests with the individual with the next highest authority level per the Corporation's organizational chart. For clarity, if the SVP of the business line position is vacant, the individual with signature authority is the President/Chief Executive Officer.

D. Data Security and Confidentiality: The Chief Information Officer is hereby authorized as the data security designee and the Chief Human Resources Officer is hereby authorized as the confidentiality designee to ensure the security and confidentiality of the data maintained for the Sacramento Employment and Training Agency federal grant agreement.

PRIDE INDUSTRIES

SVP DELEGATION OF SIGNATURE AUTHORITY FORM

PRICING PROPOSALS:

Activities	Amount	Title
Renewals, change orders, or New Pricing	<$5M total contract value	Directors of Contracts

CONTRACT AWARDS:

Activities	Amount	Title
Contract solicitations/awards/amendments	<$5M total contract value	Directors of Contracts

MONETARY EXPENDITURES:

Activities	Amount	Title

Approval Signature: Digitally signed by Luis Torres-Acosta
DN: cn=Luis Torres-Acosta, o=PRIDE Industries, ou, email=lt-a@prideindustries.com, c=US
Date: 2024.06.28 16:16:27 -07'00'

Date: 6/28/2024

Approval Title: Senior Vice President of Manufacturing, Logistics, and Engineering & Property Services

v1.0

ATTACHMENT F

[Projects of One Million Dollars ($1,000,000.00) or More

IRAN CONTRACTING ACT CERTIFICATION

Pursuant to California Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of $1,000,000 or more.

To submit a bid to the City of Rocklin, you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

☒ 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 2. We have received written permission from the SLDMWA to submit a proposal pursuant to PCC 2203(c) or (d). *A copy of the written permission from the SLDMWA is included with our proposal.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Proposer to the clause in paragraph 1. This certification is made under the laws of the State of California.

BIDDER: PRIDE Industries One, Inc. Date November 21, 2024

BY: _____
Signature

Kathy Lopez-Shaughnessy
Type/Print Name

Director, Commercial Contracts
Title

Executed in the County of Placer, State of California.

ADDENDUM NO. 1
TO THE PLANS AND SPECIFICATIONS FOR THE
2025 L&L2 LANDSCAPE SERVICES ON CITY OWNED POCKET PARKS, STREETS, AND RIGHT-OF-WAYS

This addendum covers changes to the Plans and Specifications and shall become part of the contract documents. Sign and include this addendum as part of your bid package.

Item #1: The Contact for questions has been updated and changed from Heldaro Silva to Kenny Black. Replace the Notice to Contractors with the updated version Exhibit A.

End of Addendum No. 1

Signature of Bidder: _____

_____ _____

Contractor Date

SUBMIT THIS SHEET AS PART OF YOUR BID PACKAGE

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.

EXHIBIT A

NOTICE TO CONTRACTORS

Notice is hereby given that the City Council of the City of Rocklin, California, will receive sealed Bids as follows:

BID DATE / TIME:	Until Thursday, November 21, 2024 (1:30 pm)
SUBMIT BIDS TO:	City Clerk City of Rocklin 3970 Rocklin Road Rocklin, CA 95677
FOR:	City of Rocklin 2025 L&L2 Landscape Services on City-Owned Pocket Parks, Streets, and Right-of-Ways – This project consists of landscape maintenance of city-owned pocket parks, streets and right-of-ways throughout the City of Rocklin
ESTIMATED CONSTRUCTION COST:	N/A
TOTAL CONTRACT TIME:	This is an annual contract awarded for an initial Three (3) Year – Six (6) month period and may be renewed on a year-to-year basis for two additional one-year terms
CONTRACTOR'S CALIFORNIA LICENSE AND/OR CLASS REQUIRED	Class C-27
MANDATORY PRE-BID CONFERENCE DATE, TIME, AND LOCATION	Tuesday, November 12, 2024 at 10:30 am at the Corporation Yard, 4081 Alvis Court, Rocklin. CA 95677

Notice is hereby further given that the Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and that each Bidder and all Subcontractors are required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. ***Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and unavailable for award.***

City affirmatively identifies this project as a "public work" as that term is defined by Labor Code Section 1720, and the project is, therefore, subject to prevailing wages under Labor Code Section 1771. Contractor 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

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.

prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at the job site and prohibitions against discrimination. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at 3970 Rocklin Road, Rocklin, CA 95677 or on the internet at http://www.dir.ca.gov/OPRL/PWD. Those prevailing wage rates hereby are incorporated in this Contract and made a part hereof. (See General Provisions, Chapter 6.)

Submit Bids (original/no copies) and bid security in a sealed envelope, marked "**Bid for City of Rocklin 2025 L&L2 LANDSCAPE SERVICES ON CITY-OWNED POCKET PARKS, STREETS, AND RIGHT-OF-WAYS**" ("Project") and include the company name and address on the envelope.

At the mandatory pre-bid conference meeting identified above, representatives of City will discuss the Contract Documents, bid submission requirements, site constraints, order of work and other items specific to this project. A project walk-through may follow after the pre-bid conference meeting. A sign-in sheet will be available up until commencement of the pre-bid conference meeting only. Attendance at the entire pre-bid meeting and project walk-through, if scheduled, is mandatory for bidding. Bids received from Bidders who did not sign the sign-in sheet and attend the meeting and project walk-through will be returned to the Bidder unopened. Attendance by Subcontractors is not mandatory, but all interested prospective Subcontractors are encouraged to attend. The City will transmit Addenda to all prospective Bidders who have purchased full sets of Contract Documents, as the City considers necessary in response to questions raised at the meeting and walk-through. Addenda also will be posted on the City's website. Oral statements not confirmed by Addenda may not be relied upon and are not binding or legally effective. Except for mandatory walk-through, no other access to the project site will be granted pre-bid without the City's prior approval, which will require advanced notice and a scheduled appointment. During all site visits the Bidder must be accompanied full time by an authorized representative of the City. No exceptions to this requirement.

Contract Documents may be purchased at the City of Rocklin Corporation ("Corp") Yard, located at 4081 Alvis Court, Rocklin, CA 95677, telephone (916) 625-5500 between the hours of 8:00 a.m. - 4:00 p.m. Monday through Friday. The non-refundable cost for each set is $25.00; Alternatively, **Contract Documents may be downloaded at no charge from the City of Rocklin's website at www.rocklin,ca.us/DownloadBids.**

Complete sets of Contract Documents must be used in preparing Bids. The City does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. The City, in making copies of the Contract Documents available on the above terms, does so only for the purpose of obtaining Bids for the Work and does not confer license or grant for any other use.

Written questions regarding this Invitation for Bids should be directed to **Kenny Black, Landscape Inspector, by email at Kenny.Black@rocklin.ca.us** no later than Thursday, November 14, 2024 at 1:00pm. All emails shall require verification of receipt by sender in accordance with the Instructions to Bidders.

Bidders shall develop and submit Bids at their own expense. The City will not reimburse any costs associated with the development and submittal of any and all Bids.

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.

Each Bid must be submitted on the Bid Forms provided in the Contract Documents. The Bid must be submitted in a sealed envelope and received by the City Clerk no later than the time and date prescribed. The clock located in the City Clerk's office is considered the official local time. Bid submissions received after the designated time will not be opened and will be returned to the Bidder unopened. Telephones will not be available to Bidders at the City's offices for the preparation of Bids.

Each Bid must also be accompanied by security in the form of a Bidder's Bond issued by a corporate surety, a certified check, or cashier's check payable to the City of Rocklin, or cash. The amount of the bid security must be not less than ten percent (10%) of the Total Bid Price, consisting of the total base bid plus the total additive bid alternates. The successful Bidder shall be required to execute a Material and Labor Payment Bond and Performance Bond, issued by a corporate surety, in conformance with the requirements set forth in the Contract Documents, each for not less than one hundred percent (100%) of the Contract Price.

Alternate Bids. Unless otherwise specified in the Special Provisions, if an alternate or alternates are identified by the City to the bidders, award will be based on any combination of Base Bid and Alternates as determined by the City. This process is conducted by the City in a "blind selection" format, *i.e.*, without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. Bidders are to submit their Bid in two sealed envelopes, both containing all identifying information for the Project, and both of which are then to be included in a third sealed envelope containing all identifying information for the Project but without any identifying information regarding the Bidder. The first envelope shall be marked "Envelope 1" and shall contain only an unsigned copy of the bidder's bid form, without any identifying information for the bidder and without any other required bid submissions. The second envelope shall be marked "Envelope 2" and shall contain a complete copy of all required bid documents, including a signed copy of the bid form. Any discrepancies in the pricing information in the two sealed envelopes may render the bid nonresponsive. Alternates may be selected for award by the City at its discretion. All awards will be made in the City's best interest.

If the lowest responsive, responsible bidder fails or refuses to execute any Contract for the Project, the City may, in its discretion, award the Contract to the second lowest, responsive responsible bidder. If the second lowest responsible, responsible bidder fails or refuses to execute any Contract for the Project, the City may, in its discretion, award that and all other Contracts for the Project to the third lowest, responsive responsible bidder. Any Bidder to whom any Contract for the Project is awarded who fails to execute the Contract and file acceptable bonds and insurance certificates as required in the Contract Documents will have its Bid Guarantee forfeited.

Pursuant to California Public Contracts Code, any contract awarded pursuant to this Notice to Contractors shall obtain a provision permitting, at the Contractors' sole expense, the substitution of securities for any moneys withheld to ensure performance under the Contract. The terms of such provisions shall be according to the requirements of the Public Contracts Code Section 22300.

No Bid received and read aloud may be withdrawn for a period of sixty (60) days after the bid opening date, except pursuant to California Public Contract Code Section 5101 *et seq*.

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.

The City reserves the right to award the Contract, to reject any or all Bids, to waive non-material and inconsequential irregularities in any Bid, and to reject nonconforming, nonresponsive, non-responsible, or conditional Bids.

_____ _____

Justin Nartker
Director of Public Services
City of Rocklin

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.

ADDENDUM NO. 2
TO THE PLANS AND SPECIFICATIONS FOR THE
2025 L&L2 LANDSCAPE SERVICES ON CITY OWNED POCKET PARKS, STREETS, AND RIGHT-OF-WAYS

This addendum covers changes to the Plans and Specifications and shall become part of the contract documents. Sign and include this addendum as part of your bid package.

Item #1: Attached as Exhibit A is the questions and answers.

Item #2: Attached as Exhibit B is the Pre-Bid Meeting Sign-In Sheet.

Item #3: Replace the existing Table of Contents with Exhibit C. The Table of Contents have been updated to include the additional required attachments that are due upon bid submission and bid award. Please submit the appropriate attachments with your sealed bid.

Item #4: Replace the existing Specifications with Exhibit D. Section 13 Item H of the Specifications have been updated to reflect a decrease in the number of applications and that the City will provide the fertilizer.

End of Addendum No. 2

Signature of Bidder: _____

_____ _____

Contractor Date

SUBMIT THIS SHEET AS PART OF YOUR BID PACKAGE

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.

EXHIBIT A

Question 1: Do you have an approximate work start date?

TBD

Question 2: Does the City have specific bond forms; can you please provide? Or will the standard Surety certificate suffice?

Yes. Please see Exhibit C of this Addendum for the required forms that include the bond forms.

Question 3: What is the current monthly base amount paid to Pride Industries for the current services performed?

The current monthly base amount is $26,670.67

Question 4: Are there any considerable differences in this new scope of work from the current scope?

No.

Question 5: Will the new contractor receive the facilities as-is or if any low performing areas are found, will the city allow contractor to submit a proposal to bring it up to standards?

Yes, it will be received as-is. Any areas in question will be on a case-by-case basis determined by the Project Manager or their Designee.

Question 6: Will this project require monthly certified payroll to be filed?

Yes.

Question 7: Can we have an annual renewable Performance Bond and Payment Bond?

Yes.

Question 8: Is the contractor responsible for the cost of trash can liners at downtown streetscape?

Yes.

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.

Question 9: Per pg 32 item H, is Exhibit F available for review?

Please see Exhibit D of this addendum for the update. The number of applications has been reduced from six (6) to four (4) times a year and the City will supply the fertilizer to be applied by the contractor.

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.

EXHIBIT B

City of Rocklin
Mandatory Pre-Bid Meeting Sign-In Sheet
November 12, 2024, 10:30 a.m.

2025 L&L2 Landscape Services on City-Owned Pocket Parks, Streets, and Right-of-Ways

	NAME	COMPANY	PHONE	E-MAIL ADDRESS
1	Joel Huppe	Landscape & Tree Company	(916)417-5968	jhuppe@Landscapetreeco.com
2	Anselmo Alday	Pride Industries	(916) 618 1818	anselmo.alday@pride-industries.com
3	Alisa Sanford	Dominguez Landscape Service	916 381-8805	asanford@dominguezlandscape.net
4	Bill Sanford	"	1020-215 0447	bsanford@dominguezlandscape.net
5	Robert Rochin	Brightview LS	916 397-2311	Robert.Rochin@Brightview.com
6	Reynaldo Arias	RA Landscape	(916)-548-1568	Rigoli2002@gmail.com
7	Alejandro Cadeda	EMTS - Elite Maintenance & tree Ser.	559-649-9613	Alejandrac@elite-team-officies.com
8	James Conn	K&K JL Services	530-209-0742	Krishna1@KKJLServices.com
9				
10				
11				
12				

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.

EXHIBIT C

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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.

ATTACHMENT A

BID BOND

City of Rocklin

We,_____, as principal, and _____, 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

_____

_____

(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 _____
(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: _____, 20___ Principal:_____

By:_____

Surety: _____
Address: _____
Telephone: _____
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.

ATTACHMENT B

NONCOLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF _____

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

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

Signed: _____

Title: _____

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

Subscribed and sworn to before me this

_____ day of _____, 20 ___,
by_____
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

_____
S*ignature*

ATTACHMENT C

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:_____ Date_____

BY:_____
Signature

_____
Type/Print Name

_____
Title

EXCEPTIONS TO CERTIFICATION

If Bidder has any exceptions to the Certification set forth above, state the exception and an explanation of the circumstances:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

BIDDER:_____ Date_____

BY:_____
Signature

_____
Type/Print Name

_____
Title

ATTACHMENT D

RESOLUTION OF DISPUTES REGARDING THE BIDDING PROCESS

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of constructing this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the City for this project, the Bidder agrees to comply with and to be bound by this procedure.

1. If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least two (2) working days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

2. Within five (5) calendar days after the opening of Bids, Bidder shall provide a written notice to the City of any and all mistakes regarding the Bid for which a Bidder requests relief. The City shall not consider any requests for relief due to mistake if notice is not received within the time requirements of Public Contract Code section 5100, *et seq.*, Relief of Bidders.

3. No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

4. If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

5. Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

6. Any Bidder complying with the above procedure may bring an action within sixty (60) days from the action of the City Council, in accordance with Sections 860 and 863 of the California Code of Civil Procedure, to determine the validity of the City Council's action on the award of the contract. The City shall be a defendant and shall be served with the summons and complaint in the action in the manner

provided by law for the service of a summons in a civil action. In any such action the summons shall be in the form prescribed in Section 861.1 of the California Code of Civil Procedure except that in addition to being directed to "all persons interested in the matter of [specifying the matter]," it shall also be directed to the City. If the bidder bringing such action fails to complete the publication and such other notice as may be prescribed by the court in accordance with Section 863 of the California Code of Civil Procedure and to file proof thereof in the action within 60 days from the filing of his complaint, the action shall be dismissed on the motion of the City unless good cause for such failure is shown by the bidder.

_____

Contractor

_____

Date

_____

Signature

ATTACHMENT E

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Corporation or a Limited Liability Corporation)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Board of Directors of the _____
_____, a corporation existing under the laws of the State of California, held on _____, ____, the following resolution was duly passed and adopted:

> "RESOLVED, that _____, as _____ of the Corporation, be and is hereby authorized to execute the Bid dated _____, 20___, 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 _____ day of _____, 20___.

_____
Secretary

_____
Corporate Officer

(seal)

_____
Corporate Address

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Partnership)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Partners of the _____
_____, a partnership existing under the laws of the State of California, held on _____, 20___, the following resolution was duly passed and adopted:

> "RESOLVED, that _____, as _____ of the Partnership, be and is hereby authorized to execute the Bid dated _____, 20___, to the City of Rocklin and this Partnership and that his/her execution thereof, attested by the _____ shall be the official act and deed of this Partnership."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20___.

_____
Managing Partner

_____
Partnership Address

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Joint Venture)

STATE OF CALIFORNIA
COUNTY OF _____

I HEREBY CERTIFY that at a meeting of the Principals of the _____ _____, a joint venture existing under the laws of the State of California, held on _____, 20___, the following resolution was duly passed and adopted:

> "RESOLVED, that _____, as _____ of the Joint Venture, be and is hereby authorized to execute the Bid dated _____, 20___, to the City of Rocklin and this Joint Venture and that his/her execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Joint Venture this _____ day of _____, 20___.

_____
Managing Principal

(seal)

_____
Joint Venture Address

ATTACHMENT F

[Projects of One Million Dollars ($1,000,000.00) or More

IRAN CONTRACTING ACT CERTIFICATION

Pursuant to California Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of $1,000,000 or more.

To submit a bid to the City of Rocklin, you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

☐ 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 2. We have received written permission from the SLDMWA to submit a proposal pursuant to PCC 2203(c) or (d). *A copy of the written permission from the SLDMWA is included with our proposal.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Proposer to the clause in paragraph 1. This certification is made under the laws of the State of California.

BIDDER:_____ Date_____

BY:_____
Signature

_____
Type/Print Name

_____
Title

Executed in the County of _____, State of _____.

EXHIBIT B

Schedule of Performance

This agreement is for three years and six months, January 1, 2025 – June 30, 2026, July 1, 2026– June 30, 2027, and July 1, 2027 – June 30, 2028. The performance of this agreement shall be followed as identified in Exhibit A.

EXHIBIT C

Schedule of Fees

The cost to provide landscape services is as follows:

Item No	Item Description	Unit	Estimated Quantity	Unit Price (To the Hundredth Decimal Point)	Total Amount
1	January 1, 2025 - June 30, 2026, Landscape Services (18 Months)	Sq. Ft	899,065		
2	July 1, 2026 - June 30, 2027, Landscape Services (12 Months)	Sq. Ft	899,065		
3	July 1, 2027 - June 30, 2028, Landscape Services (12 Months)	Sq. Ft	899,065		

EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

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

CONTRACTOR

By: _____
[Name, Title]

EXHIBIT E

LABOR 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.

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 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.

ATTACHMENT H

PERFORMANCE BOND
(To be Submitted with Contract 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 Contract 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 Contract Agreement)

TO THE CITY OF ROCKLIN:

The undersigned does hereby certify that he is aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for Workmen's compensation or to undertake self-insurance in accordance with the provisions of said Code, and that he will comply with such provisions before commencing the performance of work on this Contract.

Name of Contractor

By:_____

Title:_____

Address:_____

Date:_____

_____

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual. If the Contractor is: (example)

1. An individual using a firm name, sign "John Doe, an individual doing business as "Blank Company."
2. An individual doing business under his own name, sign: your name only.
3. A co-partnership, sign" "John Doe, and Richard Doe, co-partners doing business as Blank Company, by John Doe, Co-Partner."
4. A corporation or limited liability company, sign: "Blank Company, by John Doe, Secretary." (or other title)
5. A joint venture, sign: "Blank Joint Venture, by John Doe, Managing Principal."

ATTACHMENT K

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____ _____whose address is _____, hereinafter called Owner, _____ whose address is _____, hereinafter called Contractor, and _____ _____ whose address is _____, _____, hereinafter called Escrow Agent.

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for (in the amount of) _____dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the escrow agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

2. The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

3. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities and payments of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:	On behalf of Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature
_____	_____
Address	Address

On behalf of Escrow Agent:

_____
Title

_____
Name

_____
Signature

_____
Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner:	Contractor:
_____	_____
Title	Title
_____	_____
Name	Name
_____	_____
Signature	Signature

ATTACHMENT 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 Provisions, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds, which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the City of any Work not in accordance with the requirements of the contract or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Contractor does hereby authorize the City to proceed to have such Work done at the Contractor's expense and it will pay the cost thereof upon demand. The City shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the City, or its property or licensees, the City may undertake at the Contractor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the City's rights to enforce all terms of the Contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the City's rights on such contract.

CONTRACTOR'S SIGNATURE_____

PRINT NAME_____

EXHIBIT D

CITY OF ROCKLIN
LANDSCAPE MAINTENANCE & MOW SERVICES-
SPECIFICATIONS

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LANDSCAPE MAINTENANCE & MOW
SPECIFICATIONS

1. SCOPE

A. Furnish all labor, materials, tools, equipment, and transportation required to perform mowing, edging, trash and debris removal**,** cleaning of sidewalks, care of shrub beds, care of ground cover plantings, fertilization, pre-emergent, post-emergent, aerating, applications of pesticides, pruning and staking, grass and weed control, renovation of turf, and other items specified herein and listed on the Bid.

B. It is the responsibility of Contractor to assure that all turf and planting is kept in a healthy growing condition by cultivating, mowing, edging, fertilizing, pre-emergent, post-emergent, and by performing any other necessary operations of maintenance. If the Contractor observes any issues that are not within their scope of work they shall immediately report them to the project manager.

2. CONTRACTOR EXPERIENCE

A. Contractor shall demonstrate through previous or existing contacts the ability and knowledge to manage a contract of this size. Contractor shall provide a list of experience and contact information on Exhibit "B" of the bid documents and submit at time of bid.

3. INTERFERENCE

A. Contractor shall conduct the work required in such manner as to cause the least amount of interference to the public.

B. Contractor recognizes that, during the course of this Agreement, other activities and operations may be conducted by City work forces and/or other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. Contractor may be required to modify the weekly schedule and shall promptly comply with any request made by the City Inspector. To the extent that any such modifications may alter the specifications in the agreement, City will evaluate the need to amend the contract.

4. DAMAGE/NON-PERFORMANCE

A. All landscaping covered under this contract will be evaluated on a regular basis by the City Inspector. Any damage identified will be noted and reviewed with Contractor at meetings to be scheduled by City.

B. Any damage to landscaping, equipment or any related structures (e.g., valve boxes, drains, treestakes) due to Contractor's negligence during the performance of any provision of this agreement shall be the responsibility of the Contractor. The City Inspector will determine who is responsible for such negligence.

C. Contractor will have five (5) working days to repair and correct any damages once Contractor has been notified by the City Inspector. Any time extension or deviation will require the coordination and approval of the City Inspector. The damaged area will be restored to its original condition unless otherwise specified by the City Inspector. Contractor will notify the City in writing that the repairs and/or corrections have been completed no later that two (2) business days after they have been finished.

D. If sprinklers are damaged by Contractor during the course of this contract by mowing and/or other construction, Contractor shall repair such damages at Contractor's sole expense. Repairs shall be completed within 24 hours of notification by the City. Repairs not completed with 24 hours of notification will be completed by City and all costs incurred shall be withheld from the contracted monthly invoice.

E. Non-performance by Contractor that results in City personnel performing unnecessary work in preparation for Contractor, or completing work that should have been performed by Contractor will result in the actual cost being charged back to Contractor. These costs will be deducted from the monthly invoice.

F. Failure to perform as specified in the scope of work will be determined by the City inspector. Any inspection reports showing non-performance will be grounds for the recuperation of part or all of the monthly costs of the affected site per the square foot price from the Contractor. The decision to apply the charges shall be at the sole discretion of the Parks & Facilities Operation Manager. This includes but is not limited to non-adherence to the approved mow schedule without the City inspector's approval.

5. TRASH AND DEBRIS REMOVAL

A. Complete trash and litter pickup for the removal of paper, glass, trash, undesirable materials, and all accumulated debris within the park and landscaped areas is to be performed each time the site is serviced. This includes, but is not limited to, walkways, sidewalks, all turf and planted areas, planters, drains, catch basins, and gutters. Tree limbs, including limbs from Oak trees, will also be included in debris removal. If the limb is of significant size, Contractor will notify and coordinate

removal with the City. This will require a thorough inspection of the areas at least once a week. The Contractor can unload the City of Rocklin's collected trash and debris at the appropriate location in the City's Corporation Yard. The City's personnel will continue to remove trash and debris from the trash receptacles per the established City schedule.

B. Complete litter pickup and supplemental hand sweeping of parking lot corners and other parking lot areas along gutters/curbs inaccessible to power equipment shall be accomplished to ensure a neat appearance. Debris is not to be swept or blown into the street. It is Contractor's responsibility to remove debris and dispose of it offsite.

C. Where City provides trash receptacles, it will be the responsibility of the City's personnel to empty them and properly dispose of the contents, and to keep receptacles clean. Contractor shall not dispose of trash and debris in these receptacles.

Exception: All receptacles in the downtown streetscape area located on Pacific Street between Midas and Bush Street shall be emptied and cleaned weekly by the Contractor. There are approximately ten (10) receptacles currently located in this area.

D. Accumulation of leaves shall be removed from all landscaped areas including walls, gutters, beds, planters, tree perimeters, and parking lots, and removed from the site. The tree perimeter is defined as four feet (4') from the turf or planter edge to the tree trunk. If leaves are blown into the tree perimeter, they must be picked up. Some sites might require additional visits during leaf season. Contractor will remove leaves on a weekly basis and dispose of them offsite.

6. SIDEWALKS

A. Sidewalks and paved areas shall be swept and cleaned of dirt or soil that might be washed from adjacent slopes or planted areas, as required. Turning equipment on the sidewalks should be avoided in order to prevent the marking and staining of the concrete. In the event that the sidewalks are stained with grass and/or rubber tire marks, the Contractor will clean the area affected.

B. All plant growth shall be prevented in any cracks, in curbs, or in street gutters.

7. LANDSCAPE & MOW MAINTENANCE SCHEDULE:

A. Contractor shall establish with the Landscape Services Supervisor a set maintenance schedule for all streetscapes including but not limited to

weekly mowing and monthly maintenance. Any deviation to the set schedule will be communicated in writing and approved in advance by the City Inspector prior to its implementation.

8. STAFFING HOURS AND DAYS FOR MAINTENANCE SERVICES

A. Contractor shall perform the required maintenance service as follows:

1. Four (4) Landscape Maintenance Laborers (not including management or administrator work) for a total of Forty Hours per week.
2. Work hours for the Landscape areas identified in Exhibit A of the Specifications will be between the hours of 7:00a.m. and 6:00p.m. Monday through Friday, Any work outside of these hours will require approval of the City Inspector.

B. No maintenance functions that generate excess noise, which would cause annoyance to residents of the area, shall be commenced before 7:00 a.m., Monday through Saturday. The City has established a schedule for work to be followed in the performance of this contract. All streetscape scheduling will be coordinated with the Operations Manager or his designee. Any deviations to the schedule will be coordinated and approved by the City Inspector prior to any work commencing. Contractor shall conduct the work at all times in a manner that will not interfere with normal park use, pedestrian traffic on adjacent sidewalks, and vehicular traffic on adjacent streets.

C. Any modification in the hours and days of maintenance service as stated in the Contractor's Service Schedule is subject to approval by the City Inspector.

9. SIGNS/IMPROVEMENTS

A. Contractor shall not post signs or advertising material upon the site premises, unless prior approval is obtained from the Inspector.

B. Contractor will remove all paper and cardboard signs from work site, including removal of signs from utility poles.

10. TREES

This section, Section 10, pertains to streetscapes and open space areas only.

A. Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance typical of the species with proper safety clearance and structure.

B. The Contractor shall maintain existing stakes and ties on all trees

until such time as they are no longer needed for support, as determined by the Agency. Stakes and ties shall be inspected at least twice yearly or as required by weather conditions, to prevent girdling of trunks and branches and to prevent rubbing that causes bark wounds. The Agency shall be responsible for needed additional stakes and ties. Contractor shall be responsible for installation and maintenance. Removed stakes shall be turned over to the Agency.

C. Trees shall be checked annually and pruned as needed to insure proper growth in compliance with the following guidelines:

1. Safety Clearance on Trees - maintain trees to achieve an eight foot (8') clearance for all branches over sidewalk and within the landscaped areas, and fourteen foot (14') clearance for branches overhanging beyond curb line into the paved section of roadways to maintain safe vehicular and pedestrian visibility, clearance, and access.

2. Prune trees to reveal all street signs.

3. Remove all dead, diseased and insect infested branches and limbs. Report severe damage or hinging limbs that are above fifteen feet (15') to the Inspector immediately. Climbing spurs shall not be used. Apply insecticides as needed and described in Section 14, Part F (Use of Chemicals).

4. Prune branches that are rubbing on walks, fences, and buildings.

5. Prune suckers, water sprouts, and other undesirable growth on trees.

6. Special emphasis shall be placed on public and employee safety during all operations, particularly when adjacent to roadways.

7. At the Contractor’s expense, all trimmings and debris shall be chipped, removed and disposed the same day at the City’s Corporation Yard, 4081 Alvis Court, Rocklin, CA, during business hours of 7:30am – 4:00pm. The chipped trimmings and debris shall be placed at the appropriate location in the City’s Corporation Yard.

8. All pruning shall be done using the Western Chapter of the International Society of Arboriculture's pruning standards, approved methods and techniques. Excessive pruning, stubbing

back, or topping will not be permitted. All pruning cuts shall be made beyond, and close to, the branch collar ring. Trees shall be cleanly cut with no tearing of the bark. Shearing or "lopping" will not be permitted unless specifically approved by the Inspector. The Contractor shall provide replacement trees and shrubs, at contractor's expense, if trees are "topped" or if the Western Chapter of the International Society of Arboriculture's pruning standards is not met.

9. All limbs 1 1/2" or greater in diameter shall be undercut to prevent splitting.

10. All limbs shall be lowered to the ground using a method that prevents damage to the remaining limbs.

All pruning equipment utilized shall be clean, sharp and expressly designed for tree pruning.

11. SHRUBS

A. Shrubs shall be pruned twice per year or more frequently as needed to maintain established height and shape or to prevent encroachment into other areas.

1. Prune hedges and shrubs to maintain eight foot (8') clearance above sidewalks and fourteen foot (14') clearance overhanging beyond curb line into the paved sections of roadways to achieve safe vehicular and pedestrian visibility, clearance, and access.

2. Prune hedges to reveal all street signs.

3. Remove all dead, diseased, insect infested and unsightly branches. Remove all vines or other growth as it develops within any shrub/hedge. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas. Vines that cover sound walls are not to be removed unless directed to do so by Inspector. Apply insecticides as needed and described in Section 14, Part F (Use of Chemicals.

4. At the Contractor’s expense, all dead shrubs shall be chipped, removed and disposed the same day at the City’s Corporation Yard, 4081 Alvis Court, Rocklin, CA. Notify Inspector prior to removal of shrubs/hedges. The chipped trimmings and debris shall be placed in the designated area provided by the City.

5. Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming. In no case shall hedge shears be used as a means of pruning, unless prior authorization from the Inspector has been obtained.

6. All pruning cuts shall be smooth, leaving no stubs exposed. Ragged or chewed appearance is not acceptable.

12. GROUND COVER

A. Ground cover shall be kept free of weeds, litter, debris and leaves. Ground cover beds shall be maintained within their intended bounds and shall not be permitted to encroach into shrub beds or adjacent areas, or in any manner deemed undesirable by the Inspector. Ground cover shall not exceed three inches (3") beyond the inside side edge of the curb or border.

B. Ground cover plantings shall be thinned and pruned for the health of the planting and the appearance of the site, and at such other times when directed by the Inspector.

C. Replanting may be required to maintain continuity of the ground cover area. Replacements will be provided by the City.

13. TURF

A. Dwarf Tall Fescue Turf shall be mowed to maintain a uniform height of no more than two and one-half to three and one-half inches (2½"-3½") unless otherwise specified by the City Inspector. This will require weekly mowing except for the sports fields which will require an additional (2nd) mowing per week. (Margaret Azevedo Soccer Field is covered under the Celebration Bermuda Section). During the winter months (November 1 – February 28), weekly mowing will be reduced and the frequency of mowing will be determined by growing conditions and subject to review by the City Inspector.

B. Celebration Bermuda Turf shall be mowed to maintain a uniform height of no more than three-quarters of an inch to one inch (3/4"- 1") unless otherwise specified by the City Inspector. A Reel Mower is required for all mowing of the Celebration Bermuda Turf, no exceptions. This will require mowing three (3) times per week during the peak growing season. As the growing conditions change in the winter months, the mowing frequency will be reduced and subject to review by the City Inspector. Prior to dormancy in October, the over-seeding of Ryegrass (done by Rocklin Youth Soccer Club) will cause the continuation of the mowing throughout the winter months.

C. Mulching of cuttings is allowed. At the Contractor's expense, the Contractor shall separately bag, remove and dispose of all excessive grass clippings at the City's Corporation Yard, 4081 Alvis Court, Rocklin, CA. The bagged trimmings shall be placed in the designated area provided by the City.

D. Edges of lawn, ground cover, valve boxes, drains, and utility boxes shall be trimmed weekly for neat appearance. Clippings shall be vacuumed or blown off walks. The clippings are not to be blown into the tree perimeter area, onto sidewalks, or into the streets, curbs and gutters. Trimming will take place at the same time the turf is mowed unless otherwise directed by the City Inspector.

E. In no case shall string line trimmers be used around the base of trees. All turf within 12-inches of the tree base shall be chemically removed.

F. Before mowing operations begin the area will be physically walked and visually inspected and all debris including stones and limbs shall be removed.

G. A 21-inch push mower will be used in areas where the likelihood of scalping and/or wet spots would prevent the use of a riding mower. If the area is unable to be mowed by a 21-inch push mower, then a weed eater will be used.

H. Fertilization: All City streetscapes and parks shall be fertilized **four** times per year, March, June, September and December per manufacturer's specifications. All fertilizer that accumulates on the sidewalks, streets, curbs, or gutters shall be immediately removed in accordance with the Clean Water Act**. The City will supply the fertilizer to the contractor.**

I. Aeration: All turfed areas shall be aerated two (2) times per year, once prior to the April 1st fertilization and once prior to the October 1st fertilization. The following shall apply:

1. A mechanical coring tine aerator (e.g., Toro Procore 440 Aerator, Ryan LA 28 walk-behind aerator or equivalent) shall be used. Contractor shall provide documentation, prior to bid award, that a mechanical coring tine aerator will be available for their use during the time period identified for aeration.

2. Where there are areas that are too small to use the "Toro" aerator, a "Ryan" walk-behind aerator or equivalent will be used. Contractor shall provide all materials, equipment, and labor.

3. All sprinkler heads will be staked by City personnel prior to aerating. The aeration will take place the same day the sprinklers are flagged. Failure to do so will result in any re-flagging costs being charged back to Contractor. Any damage incurred as a result of the aerating shall be repaired at Contractor's expense.

J. Renovation: Repair and replacement of turf damaged due to the negligence of Contractor shall be repaired by Contractor to the satisfaction of the City Inspector. Repairs to turf areas shall be made with sod or seeded as determined by the City Inspector. Depressions in the turf created by Contractor's equipment shall be brought level to grade with topsoil and sod or seed as determined by the City Inspector.

14. OPEN SPACE WEED ABATEMENT

A. Whitney Ranch Open Space: All open space areas within the designated area (refer to Exhibit A-3). Contractor shall perform weed abatement to include but not limited to abatement along and around all fence and wall lines, trees, and shrubs. Weed abatement will occur twice yearly as coordinated by the City Inspector.

15. USE OF CHEMICALS

A. A pesticide program for the control of weeds, fungus, insects, and rodents, shall be applied a minimum of four applications per year and as needed follow up spot treatments to maintain control The Contractor shall comply with the California Department of Pesticide Regulation and the Placer County Department of Agriculture's regulations governing the use of pesticides. The Inspector shall be notified one week prior to expected date of application of any pesticide.

B. The Contractor will be responsible for the pest control recommendations for all pesticides applied within the City of Rocklin. Should any unforeseen chemical application be necessary, the City shall be notified fourteen (14) days prior to the application.

1. All chemical applications shall be done with extreme care to avoid any hazard to any person, pet or damage to property in the area. All pesticides shall be applied according to the Pesticide Control Advisor's written recommendation and the manufacture's label. Material, timing, rate of application, and application shall be applied by persons holding a Qualified Applicator Certificate issued by the California Department of Pesticide Regulation.

2. Records of all operations, stating dates, times, methods of

application, chemical formulations, applicators names and weather conditions shall be made and retained in an active file for a minimum of two (2) years by the Contractor. These records must be available for review upon request from the Inspector, County, State or Federal Officers.

3. A State of California Monthly Summary Pesticide Use Report and a City of Rocklin Daily Pesticide Operation Report shall be turned into the City with monthly invoice (see Exhibit F - Monthly Summary Pesticide Use Report and Exhibit G - City of Rocklin Daily Pesticide Operation Report).

4. All chemicals requiring a special permit for use must be registered with the Placer County Agricultural Commissioner's Office and a permit obtained with a copy to the City. A Pest Control Advisors recommendation must be on file with the Inspector prior to use of special permit chemicals.

5. Shrub beds, D.G. pathways, ball field warning track/perimeter areas, and lawns shall be kept reasonable free of weeds. Weeding may be done manually or by use of selective pesticides. If weeds are allowed to grow past 6" (inches) before an herbicide application is applied, it may be necessary for the contractor to mechanically or manually remove the weeds after the application of herbicide.

6. The following products have been approved for use on rights-of- way, parks and other properties owned by the City of Rocklin. Each application for weed control will include a pre-emergence and post-emergence. No other product may be applied without obtaining prior written approval from the City of Rocklin. The pre and post emergence products approved for use are:

   Dimension 2EW
   Roundup Pro Max
   Pendulum Aquacap

16. REPLACEMENT OF PLANT MATERIAL

A. The Contractor shall notify the Inspector within four (4) days of the loss of plant material due to any cause.

B. Contractor is responsible for cost of replacing trees, shrubs, turf, or ground cover, if loss was due to his negligence, as determined by the Inspector.

All exceptions to the guidelines above will be at the City's discretion only.

CITY OF ROCKLIN

STANDARD BID PACKAGE AND GENERAL PROVISIONS FOR THE 2025 L&L2 LANDSCAPE SERVICES ON CITY-OWNED POCKET PARKS, STREETS, AND RIGHT-OF-WAYS

BID OPENING NOVEMBER 21, 2024 AT 1:30PM AT 3970 ROCKLIN ROAD, ROCKLIN, CA 95677

Public Works Department
4081 Alvis Court
Rocklin, CA 95677

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Project Locations Map

Notice to Contractors

Bid Documents

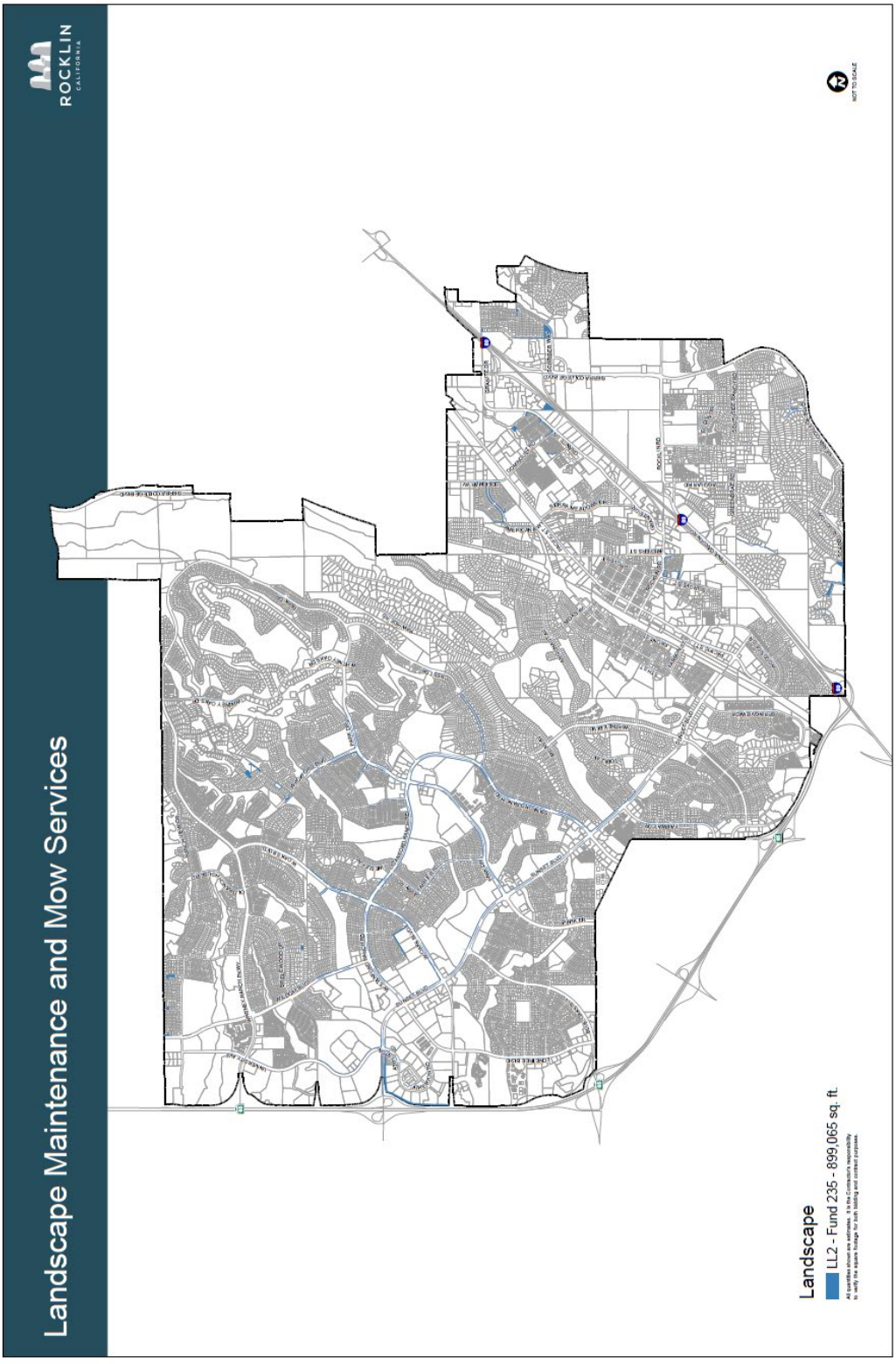
Attachments

DOCUMENTS THAT MUST BE SUMITTED WITH BID
BID FORM (With Addenda Acknowledgement)

DOCUMENTS THAT MUST BE SUBMITTED UPON AWARD
CONTRACT AGREEMENT – ATTACHMENT H
INSURANCE CERTIFICATE WITH ADDITIONAL INSURED ENDORSEMENT

Specifications

PROJECT LOCATION MAP



NOTICE TO CONTRACTORS

Notice is hereby given that the City Council of the City of Rocklin, California, will receive sealed Bids as follows:

BID DATE / TIME:	Until Thursday, November 21, 2024 (1:30 pm)
SUBMIT BIDS TO:	City Clerk City of Rocklin 3970 Rocklin Road Rocklin, CA 95677
FOR:	City of Rocklin 2025 L&L2 Landscape Services on City-Owned Pocket Parks, Streets, and Right-of-Ways – This project consists of landscape maintenance of city-owned pocket parks, streets and right-of-ways throughout the City of Rocklin
ESTIMATED CONSTRUCTION COST:	N/A
TOTAL CONTRACT TIME:	This is an annual contract awarded for an initial Three (3) Year – Six (6) month period and may be renewed on a year-to-year basis for two additional one-year terms
CONTRACTOR'S CALIFORNIA LICENSE AND/OR CLASS REQUIRED	Class C-27
MANDATORY PRE-BID CONFERENCE DATE, TIME, AND LOCATION	Tuesday, November 12, 2024 at 10:30 am at the Corporation Yard, 4081 Alvis Court, Rocklin. CA 95677

Notice is hereby further given that the Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and that each Bidder and all Subcontractors are required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. ***Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and unavailable for award.***

City affirmatively identifies this project as a "public work" as that term is defined by Labor Code Section 1720, and the project is, therefore, subject to prevailing wages under Labor Code Section 1771. Contractor shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at the job site and prohibitions against discrimination. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at 3970 Rocklin Road, Rocklin, CA 95677 or on the internet at

http://www.dir.ca.gov/OPRL/PWD. Those prevailing wage rates hereby are incorporated in this Contract and made a part hereof. (See General Provisions, Chapter 6.)

Submit Bids (original/no copies) and bid security in a sealed envelope, marked "**Bid for City of Rocklin 2025 L&L2 LANDSCAPE SERVICES ON CITY-OWNED POCKET PARKS, STREETS, AND RIGHT-OF-WAYS**" ("Project") and include the company name and address on the envelope.

At the mandatory pre-bid conference meeting identified above, representatives of City will discuss the Contract Documents, bid submission requirements, site constraints, order of work and other items specific to this project. A project walk-through may follow after the pre-bid conference meeting. A sign-in sheet will be available up until commencement of the pre-bid conference meeting only. Attendance at the entire pre-bid meeting and project walk-through, if scheduled, is mandatory for bidding. Bids received from Bidders who did not sign the sign-in sheet and attend the meeting and project walk-through will be returned to the Bidder unopened. Attendance by Subcontractors is not mandatory, but all interested prospective Subcontractors are encouraged to attend. The City will transmit Addenda to all prospective Bidders who have purchased full sets of Contract Documents, as the City considers necessary in response to questions raised at the meeting and walk-through. Addenda also will be posted on the City's website. Oral statements not confirmed by Addenda may not be relied upon and are not binding or legally effective. Except for mandatory walk-through, no other access to the project site will be granted pre-bid without the City's prior approval, which will require advanced notice and a scheduled appointment. During all site visits the Bidder must be accompanied full time by an authorized representative of the City. No exceptions to this requirement.

Contract Documents may be purchased at the City of Rocklin Corporation ("Corp") Yard, located at 4081 Alvis Court, Rocklin, CA 95677, telephone (916) 625-5500 between the hours of 8:00 a.m. - 4:00 p.m. Monday through Friday. The non-refundable cost for each set is $25.00; Alternatively, **Contract Documents may be downloaded at no charge from the City of Rocklin's website at www.rocklin,ca.us/DownloadBids.**

Complete sets of Contract Documents must be used in preparing Bids. The City does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. The City, in making copies of the Contract Documents available on the above terms, does so only for the purpose of obtaining Bids for the Work and does not confer license or grant for any other use.

Written questions regarding this Invitation for Bids should be directed to Heldaro Silva, Landscape Supervisor, by email at Heldaro.silva@rocklin.ca.us no later than Thursday, November 14, 2024 at 1:00pm. All emails shall require verification of receipt by sender in accordance with the Instructions to Bidders.

Bidders shall develop and submit Bids at their own expense. The City will not reimburse any costs associated with the development and submittal of any and all Bids.

Each Bid must be submitted on the Bid Forms provided in the Contract Documents. The Bid must be submitted in a sealed envelope and received by the City Clerk no later than the time and date prescribed. The clock located in the City Clerk's office is considered the official local time. Bid submissions received after the designated time will not be opened and will be returned to the Bidder unopened. Telephones will not be available to Bidders at the City's offices for the preparation of Bids.

Each Bid must also be accompanied by security in the form of a Bidder's Bond issued by a corporate surety, a certified check, or cashier's check payable to the City of Rocklin, or cash. The amount of the bid security must be not less than ten percent (10%) of the Total Bid Price, consisting of the total base bid plus the total additive bid alternates. The successful Bidder shall be required to execute a Material and Labor Payment Bond and Performance Bond, issued by a corporate surety, in conformance with the requirements set forth in the Contract Documents, each for not less than one hundred percent (100%) of the Contract Price.

Alternate Bids. Unless otherwise specified in the Special Provisions, if an alternate or alternates are identified by the City to the bidders, award will be based on any combination of Base Bid and Alternates as determined by the City. This process is conducted by the City in a "blind selection" format, *i.e.*, without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. Bidders are to submit their Bid in two sealed envelopes, both containing all identifying information for the Project, and both of which are then to be included in a third sealed envelope containing all identifying information for the Project but without any identifying information regarding the Bidder. The first envelope shall be marked "Envelope 1" and shall contain only an unsigned copy of the bidder's bid form, without any identifying information for the bidder and without any other required bid submissions. The second envelope shall be marked "Envelope 2" and shall contain a complete copy of all required bid documents, including a signed copy of the bid form. Any discrepancies in the pricing information in the two sealed envelopes may render the bid nonresponsive. Alternates may be selected for award by the City at its discretion. All awards will be made in the City's best interest.

If the lowest responsive, responsible bidder fails or refuses to execute any Contract for the Project, the City may, in its discretion, award the Contract to the second lowest, responsive responsible bidder. If the second lowest responsible, responsible bidder fails or refuses to execute any Contract for the Project, the City may, in its discretion, award that and all other Contracts for the Project to the third lowest, responsive responsible bidder. Any Bidder to whom any Contract for the Project is awarded who fails to execute the Contract and file acceptable bonds and insurance certificates as required in the Contract Documents will have its Bid Guarantee forfeited.

Pursuant to California Public Contracts Code, any contract awarded pursuant to this Notice to Contractors shall obtain a provision permitting, at the Contractors' sole expense, the substitution of securities for any moneys withheld to ensure performance under the Contract. The terms of such provisions shall be according to the requirements of the Public Contracts Code Section 22300.

No Bid received and read aloud may be withdrawn for a period of sixty (60) days after the bid opening date, except pursuant to California Public Contract Code Section 5101 *et seq*.

The City reserves the right to award the Contract, to reject any or all Bids, to waive non-material and inconsequential irregularities in any Bid, and to reject nonconforming, nonresponsive, non-responsible, or conditional Bids.

_____ _____

Justin Nartker
Director of Public Services
City of Rocklin

Date

CITY OF ROCKLIN
GENERAL PROVISIONS

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CHAPTER 1 – TERMS AND DEFINITIONS

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CHAPTER 1 TERMS AND DEFINITIONS

1-1 GENERAL

The Contract Documents are written to the Bidder before award and the Contractor after award. Before award, interpret sentences written in the imperative mode as starting with “The Bidder must” and interpret “you” as “the Bidder” and “your” as “”the Bidder’s.” After award, interpret sentences written in the imperative mode as starting with “The Contractor must” and “you as “the Contractor” and “your” as “the Contractor’s”.

Where a location is not specified with the words “shown,” “specified,” or “described”, interpret:

1. “Shown” as “shown on the plans.”
2. “Specified” as “specified in the Specifications.”
3. “Described” as “described in the Contract Documents.” “Described” means “shown, specified or both.”

Whenever the following terms, titles, or abbreviations are used in the Contract Documents, the intent and meaning shall be as herein defined. Working titles having a masculine gender, such as "workman" and "journeyman" and the pronoun "he”, are utilized in the Contract Documents for the sake of brevity, and are intended to refer to persons of either gender.

1-2 ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials
AC	Asphalt Concrete
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
APA	American Plywood Association
ARB	California Air Resources Board
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AT&T	American Telephone and Telegraph
AWG	American Wire Gage
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practice
California-MUTCD	California Manual of Uniform Traffic Control Devices
Cal-OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act of 1970
CL	Centerline
CPM	Critical Path Method
CSI	Construction Specifications Institute
CWA	Clean Water Act

CY	Cubic Yards
DI	Drop Inlet
DIR	California Department of Industrial Relations
DLSE	Division of Labor Standards Enforcement
DWR	Daily Work Report
EA	Each
EP	Edge of Pavement
ESCP	Erosion and Sediment Control Plan
FS	Federal Specifications
LF	Linear Feet
LS	Lump Sum
MSDS	Material Safety Data Sheet
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
OSHA	Occupational Safety and Health Act
OPRL	DIR, Director's Office of Policy, Research and Legislation
PCC	Portland Cement Concrete
PG&E	Pacific Gas & Electric
PS	Pump Station
QC	Quality Control
QSD	Qualified SWPPP Developer
QSP	Qualified SWPPP Practitioner
SD	Storm Drain or Storm Drainage
SF	Square Foot/Feet
SS	Sanitary Sewer
STA	Station
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCP	Traffic Control Plan
Title 8	Title 8 (Construction Safety Orders) of the California Code of Regulations
Title 19	Title 19 (Public Safety) of the California Code of Regulations
Title 24	Title 24 (Building Standards) of the California Code of Regulations
TOC	Top of Curb
Typ. or TYP	Typical
UL	Underwriters' Laboratories, Inc.
UBC	Uniform Building Code (latest edition)
UMC	Uniform Mechanical Code (latest edition)
UPC	Uniform Plumbing Code (latest edition)
USA	Underground Service Alert

1-3 DEFINITIONS

Acceptance, Final Acceptance – Formal action of the City of Rocklin in determining that the Contractor's work has been completed in accordance with the Contract Documents and in notifying the Contractor in writing of the acceptability of the Work**.**

Acts of God – "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, tidal waves, flooding, tornadoes and hurricanes**.**

Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding requirements or the proposed Contract Documents**.**

Agreement – The written agreement signed by the City and the Contractor covering the Work and the furnishing of labor, materials, tools, equipment, supplies, transportation, supervision, resources, and everything necessary to complete the Work.

Allowance – An amount of money set aside under the Contract for a special purpose identified in the Contract.

Architect, Consulting Engineer and/or Construction Manager – A person or persons, firm, partnership, joint venture, corporation, or combination thereof or authorized representative thereof, acting in the capacity of consultant to the City. The Architect or Consulting Engineer or Construction Manager shall issue directions to the Contractor only through the City. When the Contract Documents require that approval be obtained from the Architect or Consulting Engineer or Construction Manager, such approval shall be requested from and be given by the City.

As Shown, Etc. – Where "as shown", "as latest indicated", "as detailed", or words of similar import are used, the reference is to the Contract unless specifically stated otherwise. Where "as directed", "as permitted", "approved", or words of similar import are used, they shall mean the written direction, permission, or approval of the City.

Bid – When submitted on the prescribed bid form, properly signed and guaranteed, the Bid constitutes the offer of the Bidder to complete the Work at the price shown on the Bidder's bid form.

Bidder – Any person, persons, firm, partnership, joint venture, corporation, limited liability company or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Bid Documents – The sum of the documents that comprise the Bid by a Bidder to perform the Work.

Bid Form – The approved form, which includes a sum of required documents, upon which the City requires a formal Bid be prepared and submitted for the Work. See **BID FORM.**

Bid Guarantee – The cash, cashier's check, certified check, or Bidder's bond accompanying the Bid submitted by the Bidder as a guaranty that the Bidder will enter into a Contract with the City for the performance of the Work if the Contract is awarded to the Bidder.

Bid Item – Individual line items to be included in the Bid, as set forth on the Bid Form.

Bid Opening – The event conducted by the City during which the sealed Bids submitted by Bidders to perform the Work are opened and publicly read.

Calendar Day – Every day shown on the calendar. When the Contract Time is stated in Calendar Days, every day will be charged toward the Contract Time.

Change Order – A Contract amendment approved by the City that includes, but is not limited to, alterations, deviations, additions to, or deletions from, the Contract which are required for the proper completion of the Work. A Change Order may or may not include adjustments to the Contract Time and/or to the Total Contract Price.

City – Shall mean the City of Rocklin, acting through its authorized representatives.

City Council – The City Council of the City of Rocklin, a political subdivision of the State of California. Also referred to as "Council".

City of Rocklin Construction Standard Specifications – the City's standard specifications for construction, located on the City's website.

City of Rocklin Improvement Standards– the City's standard requirement for improvement projects, located on the City's website.

Completion – The point in the Project at which the Work is 100% performed.

Construction Change Directive (CCD) – A written order to the Contractor, issued after execution of the Contract, signed by the City or the Owner's Representative directing a change in the Work and stating a proposed basis for adjustment, if any, in the Total Contract Price or Contract Time, or both, and which shall be used in the absence of total agreement with the Contractor on the terms of a Change Order or when time does not permit processing of a Change Order prior to implementation of the change.

Contract – The entire binding agreement and contract between the City and Contractor relating to the Project, including the Agreement, and all documents incorporated into the Agreement by reference, and all Contract Documents.

Contract Documents – The Notice to Contractors, Addenda, Bid Form, Agreement, Plans, General Provisions, Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, all required bonds, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

Contract Commencement Date – The date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the executed Agreement for Construction or such other date as may be established therein.

Contract Completion Date – The date by which the Contract requires Completion.

Contract Schedule – The schedule produced by the Contractor in response to the requirements of the Contract Documents.

Contract Time – The time stated in the Contract for completion of the Work. The Contract Time may be a single allotment of time, a group of times specific to portions of the Work, or a combination of the two.

Contractor – The person or persons, firm, partnership, joint venture, corporation, or combination thereof, private or municipal, who (that) has (have) entered into a Contract, as defined in the Contract Documents, with the City.

Day – Any reference to “day” or “days” without expressly stating whether they are “working days” or “calendar days” shall be construed to mean calendar days.

Director – The person appointed by the City Manager for the City of Rocklin for the department through which the Project will be procured.

Drawings – Also referred to as “Plans”. The Project Plans, Standard Drawings, drawings, profiles, typical cross sections, general cross sections, Working Drawings and supplemental drawings, plates or reproductions thereof, approved by the City, which show the locations, character, dimensions and details of the Work to be performed. Once approved, all such drawings are incorporated into and become a part of the Contract Documents whether or not reproduced in the Special Provisions.

In the above definition, the following terms are defined as follows:

A. Project Plans: The project plans and specific details and dimensions particular to the Work and as supplemented by the Standard Drawings insofar as the same may apply.

Engineer – The City Engineer of the City of Rocklin for which work will be done under these Contract Documents, acting personally or through agents or assistants duly authorized by the Engineer.

Estimated Quantities – The list of items of Work and the estimated quantities associated with the Work. The Estimated Quantities provide the basis for the Bid.

Field Directive – Written documentation of the actions of the City in directing the Contractor. Also referred to as a “Directive.”

General Provisions – Specific clauses that are part of the Contract and are located in Chapters 1-11. They assist in the governing of the Contract and in the contract performance, setting forth conditions and requirements of the Contractor and the City.

General Requirements – The part of the Contract Documents establishing special conditions or requirements particular to the Work and general clauses that establish how the Project is to be administered and supplementary to the General Provisions and Special Provisions.

Hazardous Waste – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Inspector – The person or persons authorized to act as agent(s) for the City in the inspection of the Work.

Invitation for Bids – The written notice whereby interested parties are informed of the date, location, and time of the Bid Opening of a proposed City Project and the terms and conditions of submitting Bids to perform the Work. Also called Notice to Contractors.

Legal Holidays – Legal holidays shall include the following holidays designated by the City: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Notice to Contractors – Same as Invitation for Bids.

Notice To Proceed – The written authorization by the City to the Contractor specifying the date the Work may begin and any conditions regarding the beginning of the Work.

Plans – See "Drawings."

Progress Schedule – A schedule prepared and maintained by the Contractor indicating the current status of the Work and the projected activities, tasks and durations planned to complete the Work in accordance with the Contract Time of Completion dates.

Owner's Representative – The City's designated agent engaged to perform all functions delegated to the Owner's Representative by the Contract Documents. The Owner's Representative may or may not be the Project Manager or a construction manager. The Owner's Representative will be the Contractor's primary contact during construction of the Project.

Project – Shall mean the Work.

Project Manager – The City's employee assigned to oversee the Project on a daily basis.

Proposed Change Order (PCO) – A document issued by the Contractor proposing a change to the Work and stating a proposed basis for adjustment, if any, in the Total Contract Price Contract Time, or both. A PCO shall be used by the Contractor to respond to a Request for Proposal. A PCO is not effective to authorize the proposed change to the Work, to the Total Contract Price or to the Contract Time unless it is accepted in writing by the City.

Record Drawings – Drawings prepared by the Contractor that document changes to, additions to, or deductions from the Plans, and which represent the Work as constructed, including, but not limited to, existing utilities found during construction of the Work.

Reference to Codes – Unless otherwise noted, all references to statutes are to the laws of the State of California and/or of the United States as codified in the various specified codes.

Request for Information (RFI) – A document issued by the Contractor seeking clarification and/or additional information regarding an aspect of the Work. An RFI is not to be used to request materials/equipment substitutions or value engineering/cost reduction incentive proposals. The response to the RFI does not constitute authorization or direction to proceed

with any changed or additional work. Changed or additional work must be separately authorized by the City.

Request for Proposal (RFP) – A document issued by the Owner's Representative requesting pricing information and/or a proposed adjustment in Contract Time for a described scope of work. An RFP is not a Change Order, a CCD or a direction to proceed with the scope of work described in the RFP. The Contractor's response to the RFP shall be in the form of a Proposed Change Order.

Schedule of Submittals – A schedule prepared and maintained by the Contractor of required submittals and the time requirements to support scheduled performance of related construction activities.

Schedule of Values – A statement furnished by the Contractor to the City reflecting the portions of the Total Contract Price allotted for the various parts of the Work for each work activity contained on the Contract Schedule. Unless otherwise indicated in the Specifications, the total of the Schedule of Values shall equal the full cost of the Work, including all labor, material, equipment, overhead, and profit. For lump sum contracts, the Schedule of Values is the basis for reviewing the Contractor's application for progress payments.

Special Provisions – The Special Provisions are specific clauses setting forth conditions or requirements particular to the Work.

Specifications – The directions, provisions, and requirements contained herein. When the term "Specifications" or "these Specifications" is used, it means the provisions as set forth herein, together with any amendments or revisions that may be set forth in the Special Provisions. The Specifications are comprised of "General Provisions", Special Provisions", "General Requirements" and "Technical Specifications".

Standard Drawings – The City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, which are incorporated into the Standard Construction Specifications, and made a part of the Plans by reference to one or more specific Standard Drawings.

State – The State of California.

State Specifications – Unless otherwise stated in the Special Provisions, the version of the Standard Specifications of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

State Plans – Unless otherwise stated in the Special Provisions, the version of the Standard Plans of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

Subcontractor – A properly licensed party under contract to and responsible to the Contractor for performing a specified part of the Work; or a properly licensed party under contract and responsible to a Subcontractor of the Contractor.

Substantial Completion – The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents

so City can occupy or utilize the Work for its intended use, and only minor corrective Work remains to be performed, all required approvals, certificates of occupancy and other sign-off from any other public agencies with jurisdiction have been obtained, (provided such approvals are not delayed as a result of causes unrelated to Contractor's or its Subcontractors', sub-subcontractors', or suppliers' performance or failure to perform the Work or to satisfy its obligations under the Contract Documents) and Contractor has cleaned up and removed all equipment, tools and other materials from the Work area. Contractor shall secure and deliver to City written warranties and guaranties from its Subcontractors, sub-subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by City and stating the period of warranty as required by the Contract Documents.

Supplemental Drawing – Supplemental Drawings define the Plans or Specifications in greater detail by providing additional information that may have not been specifically or clearly shown or called out on the Plans or in the Specifications.

Technical Specifications – The provisions of the Specifications that describe the technical aspects of the Work, including all technical references contained therein.

Total Bid Price – The aggregate sum of the Bid, including all additive items.

Total Contract Price – The total price for the Work as bid by the Contractor, including any additions or subtractions made via Change Orders.

Work – All obligations and/or actions which the Contractor is contractually required to fulfill and/or perform as specified, indicated, shown, contemplated, or implied in the Contract, including but not limited to (1) all alterations, amendments, or extensions made by Change Order or other written directives or directives of the City; (2) furnishing of all materials, supplies, equipment, tools, labor, transportation, supervision, and all incidentals necessary to perform all tasks required by the Contract; (3) all tasks, duties and obligations required by the Contract; and (4) closing documents for the Project such as complete Record Drawings and submission of all manuals.

Working Day – Any day except: (a) Saturdays, Sundays, and City Legal Holidays; (b) days on which the Contractor is specifically required by the Special Provisions or by law to suspend construction operations; or (c) days on which the Contractor is prevented from proceeding with the current controlling operation or operations of the Work for at least five (5) hours per day due to inclement weather, or conditions resulting immediately therefrom.

Working Drawing – Working Drawings detail a particular item of work and the manner in which it is to be accomplished or performed. Working Drawings are prepared by the Contractor as a submittal or a portion of a submittal and may be specifically requested by the City or required in the Contract or a Field Directive or other written directive.

CHAPTER 2 - BID REQUIREMENTS AND CONDITIONS

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CHAPTER 2 BID REQUIREMENTS AND CONDITIONS

2-1 BID FORM

The City will furnish to each prospective Bidder a Bid Form as part of the Contract Documents which, when properly completed and executed, must be submitted as the Bidder's Bid for the Work. All Bids must be submitted on the City-furnished Bid Form to be valid and accepted. Bids that are not submitted on the City-furnished Bid Form will be rejected. The completed Bid Form shall be in English and legible, and shall be properly signed in longhand by the Bidder, if an individual, by a member of a partnership, by an officer of a corporation authorized to sign contracts on behalf of the corporation, or by an agent of the Bidder. If submitted by a corporation or limited liability company, the Bid shall show the name of the state under the laws of which the corporation or limited liability company is chartered or organized.

The Bid shall be made on the Bid Form in clearly legible figures as follows:

2-1.01 Unit Price Bid

Where the Bid for an item of Work is to be submitted on a unit price basis, the Bidder shall bid a unit price as total compensation for completion of one unit of the work described under that item. This price shall be multiplied by the Estimated Quantity included in the Bid Form to derive a total bid price for that item. The total amount bid for a unit price contract shall be entered on the space provided on the Bid Form as a grand total of all individual items. The Estimated Quantities included on the Bid Form are approximate and are only included in the Bid Form as a basis for comparison of Bids. The City does not, expressly or by implication, represent or agree that the actual amount of work will equal the approximate Estimated Quantities. Payment will be made for the actual quantity of Work performed in accordance with the Contract. The City reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable in the sole discretion of the City. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9- 8.02, “Payment for Changes – Unit Prices”, of these Specifications.

2-1.02 Lump Sum Bid

Where the Bid for an item of Work is to be submitted on a "Lump Sum" or "Job" basis, a single lump-sum price shall be submitted in the appropriate place on the Bid Form. Items bid on a lump-sum basis shall result in a complete structure, operating plant, or system, in satisfactory working condition with respect to the functional purposes of the installation, as described in the Contract, and no extra compensation will be paid for anything omitted but fairly implied.

2-1.03 Allowances

Where specific allowance items have been entered on the bid form by the City, the total amount entered on the bid form shall be included in the Total Bid Price. However, the total amount to be paid for the Work included in the Allowance shall be the amount of the Allowance actually utilized in the course of completing the Work.

2-2 PREPARATION AND SUBMISSION OF BIDS

The Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Each Bidder and listed Subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and ineligible for award. An unregistered Subcontractor will not be permitted to work on the Project and Contractor may be required to substitute, at its cost and with no adjustment in the Total Contract Price, an unregistered Subcontractor with a registered Subcontractor.

By submission of a Bid, the Bidder acknowledges acceptance of the nature and location of the Work, the general and local conditions, conditions of the site, the character, quality and scope of work to be performed, the availability of labor, electric power, water, the kind of surface and subsurface materials on the site, the materials and equipment to be furnished, and all requirements of the Contract or other matters which may affect the Work or the cost. Any failure of a Bidder to become acquainted with all of the available information concerning conditions will not relieve the Bidder from the responsibility for estimating properly the difficulties or cost of the Work.

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

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

Bid prices shall include everything necessary for the completion of the Work and fulfillment of the Contract, except as may be provided otherwise in the Contract Documents. Bid prices shall include all Federal, State, and local taxes, and all other fees and costs not expressly paid for by the City as stated in the Special Provisions.

The Bid shall be submitted in a sealed envelope as directed in the Notice to Contractors. The Bidder shall plainly mark the exterior of the envelope in which the Bid is submitted to indicate that it contains a Bid for the project for which the Bid is submitted, and the date of the Bid opening therefore.

Bids submitted in envelopes that are not properly marked will be rejected.

2-3 EXAMINATIONS OF PLANS, SPECIFICATIONS, AND SITE OF WORK

The Bidder shall examine carefully the site of the proposed Work and the Plans, Specifications and Contract Documents, and shall be satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered. The submission of a Bid shall be conclusive evidence that the Bidder is satisfied through the Bidder's own investigation as to the conditions to be encountered; the character, quality, quantity and scope of work to be performed; and the materials and equipment to be furnished.

If material discrepancies or apparent material errors are found in the Plans and Specifications prior to the date of bid opening, an Addendum may be issued (see Section 2-9, "Addenda", below). Otherwise, in figuring the Work, Bidders shall consider that any discrepancies or conflict between Plans and Specifications will be governed by Section 4-1, "Intent of Contract Documents".

2-4 SUBSURFACE CONDITIONS

Where investigations of subsurface conditions have been made by the City with respect to subsurface conditions, utilities, foundation, or other structural designs, and that information is shown in the Plans, it represents only a statement by the City as to the character of materials which have actually been encountered by the City's investigation. This information is only included for the convenience of Bidders.

Investigations of subsurface conditions are made for the purpose of design only. The City assumes no responsibility with respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or of the interpretation thereof. There is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is included in the Plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract. The log of test borings represents only an opinion of the City as to the character of the materials to be encountered, and is included in the Plans only for the convenience of the Bidders. Making information available to Bidders is not to be construed in any way as a waiver of the provisions of the first paragraph of this Section, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered.

2-5 CONTRACTORS/SUBCONTRACTORS REQUIRED TO BE LICENSED AND REGISTERED

The Bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of work contemplated in the Project, and shall be skilled and regularly engaged in the general class or type of work called for under the Contract. The specific type of license required will be indicated in the "Notice to Contractors". Unless specified otherwise in the Special Provisions, the Bidder shall indicate the license number and class in the space provided for that purpose on the bid form.

All Subcontractors engaged to perform portions of the Work shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of

work for which they are subcontracted, and shall be skilled and regularly engaged in the genera l class or type of work called for under their subcontracts. Additionally, Subcontractors listed in the Bid shall be licensed at the time the Bid is submitted to do the type of work for which they are subcontracted.

Attention is also directed to the provisions of Public Contract Code Section 20103.5, which addresses Contractor licensing requirements. The City may not award the Contract if it cannot be verified that the low Bidder is an appropriately licensed Contractor at the time of Contract award.

The Contractor, and all Subcontractors, shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any public work contract that is subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and shall maintain current registration throughout the term of this Contract.

2-6 COMPETENCY OF BIDDERS

It is the intention of the City to award a Contract only to a Bidder who furnishes satisfactory evidence that the Bidder has the requisite experience and ability, and has sufficient capital, facilities, and plant to enable the Contractor to prosecute the Work successfully and promptly, and to complete the Work within the time stated in the Contract.

If required by the Bid Form, a statement of experience and business standing for the Bidder and any or all Subcontractors designated in the Bid shall be provided to the City at Bid time. To determine the experience of a Bidder, the City may consider any relevant evidence that the Bidder, and/or its key personnel assigned to the Project for the duration of the Project, and/or the Subcontractor(s) has or has not satisfactorily performed on other contracts of similar nature, value, magnitude and/or difficulty.

2-7 JOINT VENTURE BIDS

If two or more prospective Bidders desire to bid jointly as a joint venture on a single project, the joint venture Bid must be accompanied by either a notarized copy of a valid license issued to the joint venture by the Contractor’s State License Board or the license number and class of a valid licensed issued by the Contractor’s State License Board to each member of the joint venture.

Attention is also directed to the provisions of Business and Professions Code Sections 7028.15 and 7029.1 and Public Contract Code Section 20103.5, which address Contractor licensing requirements for joint ventures. Unless it has done so with its Bid, the joint venture must provide to the City, prior to award of the Contract, a notarized copy of a valid license issued to the joint venture. The City may not award the Contract if it cannot be verified that the joint venture is appropriately licensed at the time of Contract award.

2-8 SUBCONTRACTORS

In accordance with the Subletting and Subcontracting Fair Practices Act, of the Public Contract Code, Section 4100 et seq., each Bidder shall list in the bid form:

- The name, California contractor license number, and the location of the place of business of each Subcontractor whom the Bidder proposes to perform work or labor or render service to the prime Contractor in or about the construction of the Work, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, is proposed by the Bidder to specially fabricate and install a portion of the Work according to detailed drawings contained in the Contract, in an amount in excess of one-half of one percent (0.5%) of the Total Bid or, in the case of a Bid for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Bidder's Total Bid or ten thousand dollars ($10,000), whichever is greater. In the case of a Bid including additive Alternates, the bid amount for determining whether a Subcontractor is required to be listed shall be the base bid amount, and the Bidder shall list all Subcontractors subject to this requirement even if the Subcontractor only meets the threshold amount based on work included in one or more Alternates.

- The portion of the Work [type of work] that will be done by each Subcontractor. The Bidder shall list only one Subcontractor for each portion as is defined by the Bidder in the Bid.

- DIR Registration number or other proof of registration.

If a Bidder fails to specify a Subcontractor for any portion of the Work to be performed under the Contract (or specifies more than one Subcontractor for the same work), the Bidder agrees that the Bidder is fully qualified and shall perform that portion of the Work.

Within 24 hours following the bid opening date and time, a Bidder may further define its description of the "portion" of work to be performed by a listed Subcontractor, including for example by specifying Bid Items to be performed by a listed Subcontractor, but the Bidder shall not vary the portion of work to be provided to the listed Subcontractor. Bidders who list a Subcontractor for less than all of a type of work as described in the Subcontractor listing in the Bid must provide an additional, unique description of the work to be performed by the listed Subcontractor within 24 hours following the Bid Opening date and time or the Subcontractor will be deemed to have been listed to perform all work falling within the description of work.

No Subcontractor listed in the Bid as furnishing and installing carpeting shall sublet any portion of the labor to be performed unless the Subcontractor specified its Subcontractor in its bid to the Bidder.

If after the award of the Contract, the Contractor subcontracts any portion of the Work, except as provided in Section 4107 or 4109 of the Act, the Contractor shall be subject to the penalties specified in Section 4111 of the Act.

Pursuant to Public Contract Code Section 6109, a Contractor may not perform work with a Subcontractor who is ineligible to perform work on public works projects pursuant to Labor Code Section 1777.1.

The Contractor shall include provisions in every subcontract and/or purchase order that the Contract between the Contractor and the City is part of the subcontract or purchase order, and that all terms and provisions of the Contract are incorporated in the subcontract or purchase

order. Copies of all subcontracts and purchase orders shall be available to the City upon written request.

2-9 ADDENDA

The correction of any material discrepancies in, or material additions to/omissions from, the Plans, Specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an Addendum issued by the City. A copy of each Addendum issued by the City will be posted on the City's website and notice will be provided to each plan holder listed on the City plan holder list and is a part of the Contract. Any interpretation or explanation not included in the addenda will not be considered binding.

2-10 ASSIGNMENT OF ANTITRUST ACTIONS

The Bidder is required to comply with Public Contract Code Section 7103.5(b), which addresses assignment of antitrust actions.

2-11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As stipulated in the Certification Regarding Debarment, Suspension, Proposed Debarment or Suspension to be submitted a Bid time, the Bidder certifies, to the best of its knowledge and belief, except as expressly disclosed the referenced Certificate, that:

1. The Bidder and/or any of its Principals:

    a. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

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

    c. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 1b. above.

    d. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

2. "Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager;

head of a subsidiary, division, or business segment, and similar positions).

3. The Bidder shall provide immediate written notice to the City if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. A certification that any of the items in Paragraph 2-11-1 of this provision exists will not necessarily result in withholding of an award. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the City may render the Bidder non-responsible or nonresponsive.

5. A Bidder must disclose those exceptions within the scope of the certification which are known to it, or which could be determined from a reasonable inquiry. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the required certification. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The above-described certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the contract resulting from this solicitation for default.

If the Bidder has any exceptions to the certification set forth above, the exception and an explanation of the circumstances must be attached to the Bid.

2-12 BID GUARANTEE

The Bid shall be accompanied by a Bid Guarantee in the form of cash, a certified check, a cashier’s check, or a bidder’s bond issued in favor of the City and provided by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The Bid Guarantee shall be not less than ten percent (10%) of the Total Bid Price. No Bid will be considered unless accompanied by a Bid Guarantee. The City is authorized to forfeit such Bid Guarantee as necessary to reimburse for costs incurred for failure of the successful Bidder to enter into a contract. The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The City is not precluded by a Bid Guarantee from recovering from the defaulting Bidder damages in excess of the amount of said Bid Guarantee incurred as a result of the failure of the successful Bidder to enter into a contract with the City for the Work.

2-13 WITHDRAWAL OF BID

A Bid may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the submission of Bids by a written request of the Bidder filed with the City at the location where the Bid was submitted. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid within the time prescribed.

2-14 PUBLIC OPENING OF BIDS

Bids will be opened and read publicly at the time and place indicated in the Notice to Contractors or in a subsequent Addendum. Bidders or their authorized representatives and other interested parties are invited to be present.

2-15 REJECTION OF BIDS

The City reserves the right to reject any or all Bids. The City reserves the right to waive irregularities in a Bid and to make an award in the best interest of the City. Bids containing omissions, erasures, alterations, conditions, or additions not called for may be rejected.

2-16 DISQUALIFICATION OF BIDDERS.

More than one Bid from any individual, firm, partnership, corporation, limited liability company association, or joint venture under the same or different names, will not be considered. Reasonable ground for believing that any Bidder is interested in more than one Bid for the Work will cause rejection of all Bids in which such Bidder is interested. This prohibition shall not prevent any proposed Subcontractor from being listed in more than one Bid. This prohibition shall not prevent Bids by Bidders with partial ownership in common unless the two Bidders have identified the same individual as their responsible managing employee, member, manager or officer. If there is reason to believe that collusion exists among Bidders, none of the participants of such collusion will be considered.

Any Bid in which the prices obviously are unbalanced may be rejected.

2-17 RELIEF OF BIDDERS

Attention is directed to Public Contract Code Sections 5100 through 5107, concerning relief of Bidders and in particular to the requirement therein that if the Bidder claims a material mistake was made in its Bid, the Bidder shall give the City written notice within five (5) days after the opening of the Bids (excluding Saturdays, Sundays, or Legal Holidays) of the alleged mistake, explaining in the notice in detail how the mistake occurred.

2-18 BID PROTESTS

If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least two (2) working days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

As set forth in the "Resolution of Disputes Regarding the Bidding Process," any Bidder may file a protest against the award of the Contract to any other Bidder. In submitting a bid to the City, the Bidder agrees to comply with and to be bound by that procedure, as summarized below.

No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

CHAPTER 3 - AWARD AND EXECUTION OF CONTRACT

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CHAPTER 3 AWARD AND EXECUTION OF CONTRACT

3-1 AWARD OF CONTRACT

The award of the Contract, if the Contract is to be awarded, will be to the lowest responsive, responsible Bidder. In addition to price in determining the lowest responsive, responsible Bidder, consideration will be given to:

- The ability, capacity and skill of the Bidder to perform the Work;
- The ability of the Bidder to perform the Work within the time specified, without delay;
- The ability of the Bidder to perform the Work in a safe manner;
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder; and,
- The quality of the Bidder's performance on previous work with the City.

Unless otherwise specified in the Special Provisions, if an alternate or alternates are identified by the City to the bidders, award will be based on any combination of Base Bid and Alternates as determined by the City. This process is conducted by the City in a “blind selection” format, *i.e*., without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. Bidders are to submit their Bid in two sealed envelopes, both containing all identifying information for the Project, and both of which are then to be included in a third sealed envelope containing all identifying information for the Project, but without any identifying information regarding the Bidder. The first envelope shall be marked “Envelope 1” and shall contain only an unsigned copy of the bidder’s bid form, without any identifying information for the bidder and without any other required bid submissions. The second envelope shall be marked “Envelope 2” and shall contain a complete copy of all required bid documents, including a signed copy of the bid form. Any discrepancies in the pricing information in the two sealed envelopes may render the bid nonresponsive. Alternates may be selected for award by the Council at its discretion. All awards will be made in the City’s best interest.

3-2 TIME OF AWARD

The award, if made, will be made within sixty (60) days after the Bid Opening, unless otherwise specified. The period for contract award shall be tolled while any protest of an intended award is pending. The specified period of time within which the award of the Contract may be made may be extended as agreed upon in writing by the City and the Bidder before the last day specified in the solicitation for award.

If the lowest responsive, responsible Bidder refuses or fails to execute the Contract, or to provide required bonds and/or insurance certificates, the City may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Contract or to provide required bonds and/or insurance, the City may award the Contract to the third lowest responsive, responsible Bidder.

3-3 CONSIDERATION OF BIDS

After the Bids have been opened and read, they will be checked for accuracy and compliance with the Specifications. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and

the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule or the sum of two or more bidding schedules does not equal the total amounts quoted, the individual item or schedule amounts shall govern and the correct total shall be deemed to be the amount bid. If the Bid is missing the unit price, then it may be deemed incomplete and the Bid may be rejected.

After the City has made any necessary corrections in mathematical errors appearing on the face of the Bid, all Bids will be compared based on the bid form.

3-4 PERFORMANCE AND PAYMENT BONDS

As part of the execution of the Contract, the successful Bidder shall furnish the following corporate surety bonds to the benefit of the City. The format of the Performance Bond and Payment Bond forms shall be those contained in the Invitation for Bids. Bonds shall be executed by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The successful Bidder must submit with the bonds the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

When the amount to be paid to the Contractor is based upon units of work to be performed or items to be provided, the term “Total Contract Price” as used below for the purpose of posting Performance and Payment Bonds shall be computed on the basis of the unit price bid multiplied by the Estimated Quantities of work to be performed.

3-4.01 Performance Bond

The Performance Bond, to guarantee the performance of all covenants and stipulations of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Total Contract Price as set forth in the Contract.

3-4.02 Payment Bond

The Payment Bond, to guarantee the payment of wages and of bills contracted for materials, supplies, or equipment used in the performance of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Total Contract Price as set forth in the Contract.

3-5 NOTIFICATION OF SURETY COMPANIES

The surety company shall be familiar with all the provisions and conditions of the Contract. It is understood and agreed that the surety company waives notice of change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same, or any other act or acts by the City or the City’s authorized agents under the terms of the Contract; and failure to so notify the surety company of changes shall in no way relieve the surety company of its obligations under the Contract. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

3-6 RETURN OF BID GUARANTEES

After Bids have been received and reviewed by the City, Bid Guarantees will be returned to the respective Bidders except those submitted by the three lowest responsive, responsible Bidders.

Bid Guarantees for Bids not to be further considered in executing the Contract will be returned within ten (10) days after the award of the Contract. The Bid Guarantees of the three lowest responsive, responsible Bidders will be returned within ten (10) days after the successful Bidder has filed satisfactory bonds and proof of insurance as specified and the Bidder and the City have executed the Contract.
If all Bids are rejected and no award is made, all Bid Guarantees will be returned within ten (10) days of the decision of the Council to not award the Contract.

3-7 EXECUTION OF CONTRACT

The Contract shall be executed by the successful Bidder and returned to the City, together with the Performance Bond, Payment Bond, certificates of insurance and insurance endorsements, and any other documents required at the time of Contract execution by the Special Provisions within ten (10) days of the Bidder’s receipt of the documents. Insurance certificates shall be signed by a person authorized by the insurer to bind coverage on its behalf and shall be accompanied by copies of all endorsements required by Section 3-9 below.

When requested by the City, the successful bidder shall furnish complete, certified copies of all required insurance policies, including endorsements specifically required by Section 3-9. After execution by the City, one copy of the Contract, bonds, and certificates of insurance will be returned to the Contractor.

3-8 FAILURE TO EXECUTE CONTRACT

If the Bidder to whom the Contract is awarded fails to execute the Contract and file acceptable bonds and insurance certificates as provided herein within ten (10) days from the time the Contract forms are received by the Bidder, the award may be annulled and the Bidder’s Bid Guarantee forfeited to the City. At the City’s discretion, the Contract may then be awarded to the next lowest responsive, responsible Bidder.

If the City awards the Contract to the second lowest responsive, responsible Bidder, the amount of the lowest responsive, responsible Bidder's Bid Guarantee shall be applied by the City to the difference between the lowest Bid and the Bid of the second lowest responsive, responsible Bidder, and the surplus, if any, will be returned to the lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the Bidder's Bond if a bond is used.

On refusal or failure of the second lowest responsive, responsible Bidder to execute the Contract, the City may award it to the third lowest responsive, responsible Bidder. If the City awards the Contract to the third lowest responsive, responsible Bidder, in addition to application of the lowest Bidder’s Bid Guarantee as aforesaid, the amount of the second lowest responsive, responsible Bidder’s Bid Guarantee shall be applied by the City to the difference between the Bid of the second lowest responsive, responsible Bidder and the Bid of

the third lowest responsive, responsible Bidder, and the surplus, if any, shall be returned to the second lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the second lowest Bidder's Bid Bond if a bond is used.

Additionally, any forfeited Bid Guarantee shall be applied as necessary to reimburse for the costs incurred for failure of the successful Bidder(s) to enter into a contract. The surplus, if any, will be returned to the defaulting Bidder(s), if a check or cash is used, or credited to the surety on the Bidder's Bond, if a bond is used.

The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The liability of the Surety shall not exceed the limits of the bid bond amount.

3-9 INSURANCE

The Contractor shall procure, maintain, and keep in force at all times during the term of the Contract in insurance companies acceptable to the City, at the Contractor's sole expense, the following insurance:

3-9.01 General Liability

General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability, contractual liability applicable to the Contractor's assumed liability under the Contract, and products and completed operations liability. Coverage shall be at least as broad as "Insurance Services Office Commercial General Liability Coverage Form CG 0001" (occurrence). The limits of liability shall be not less than:

Each Occurrence	Two Million Dollars ($2,000,000) combined single limits for Bodily Injury and Property Damage
Personal and Advertising Injury	One Million Dollars ($1,000,000)
Products and Completed Operations Aggregate	One Million Dollars ($1,000,000) combined single Limits for Bodily Injury and Property Damage
General Aggregate	Four Million Dollars ($4,000,000) combined single limits for Bodily Injury and Property Damage
Fire Damage	One Hundred Thousand Dollars ($100,000)

The policy shall provide coverage for claims arising out of subsidence.

The Contractor shall procure and maintain Products and Completed Operations Coverage with a carrier acceptable to the City through the expiration of the patent deficiency in the statute of repose set forth in the Code of Civil Procedure section 337.1.

3-9.02 Automobile Liability

Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as “Insurance Services Office Business Auto Coverage Form CA 0001,” symbol 1 (any auto). The limits of liability shall not be less than:

Bodily Injury and Property Damage Combined Single Limit	One Million Dollars ($1,000,000)

3-9.03 Workers' Compensation

Workers' Compensation insurance, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State of California), and Employers’ Liability coverage. The limits of Employers’ Liability shall not be less than:

Each Accident	One Million Dollars ($1,000,000)
Disease Each Employee	One Million Dollars ($1,000,000)
Disease Policy Limit	One Million Dollars ($1,000,000)

The Workers’ Compensation policy required hereunder shall be endorsed to state that the Workers’ Compensation carrier waives its right of subrogation against the City, its officers, officials, employees, agents or volunteers.

In the event the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento. Contractor shall provide evidence of waiver of its right of subrogation against the City, its offices, officials, employees, agents or volunteers as a self-insurer.

3-9.04 Excess or Umbrella Liability

If the Special Provisions require limits of insurance greater than those specified in the General Provisions, the Contractor shall maintain excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage for General Liability, Automobile and Employer’s Liability with a limit equal to the amount stated in the Special Provisions per occurrence and aggregate.

3-9.04.A Contractor’s Equipment

The Contractor, and each of its Subcontractors, shall separately insure its own equipment for loss and damage. The Contractor’s Property and Inland Marine policies shall include, or be endorsed to include, a waiver of subrogation against the City, its officers, officials, employees, agents, and volunteers which might arise by reason of damage to the Contractor’s property or equipment (owned, leased or borrowed) in connection with work performed under this Contract by the Contractor.

3-9.04.B Railroad Protective Liability

When stated as a requirement in the Special Provisions, the Contractor shall procure,

maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Railroad Protective Liability insurance with limits of liability as set forth in the Special Provisions.

3-9.04.C Builder's Risk Insurance

When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the City, at the Contractor's sole expense, Builder's Risk insurance with limits of liability equal to one hundred percent (100%) of the full replacement cost of the Work.

1. Coverage shall be written on a Replacement Cost basis without application of coinsurance and shall cover the Project sites against losses included in perils usually included in a "Special Form" policy format in addition the policy shall include:

    a. Earthquake and Land Movement and Flood.

    b. Loss that ensues from design error, defective materials, or faulty workmanship.

    c. Mechanical breakdown or electrical damage, including testing, magnetic disturbance and changes in temperature or humidity disturbance, and changes in temperature or humidity.

    The property covered shall include the Work, including any materials, equipment, or other items to be incorporated therein while the same are located at the construction site, stored off site, while in transit or at the place of manufacture. In addition, the policy shall cover collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architects, engineers and other design professionals required as a result of such insured loss. The policy shall contain a provision that the interests of the City and the Contractor, Subcontractors and material suppliers are insureds under the policy and that any loss shall be payable to the insureds as their interests may appear.

    When stated as a requirement in the Special Provisions, Builder's Risk Insurance shall include Delay in Opening coverage with limits of liability, and for the period of time, as set forth in the Special Provisions. Coverage shall include debt service, expense, loss of earnings or rental income or other loss incurred by the City, without deduction, due to the failure of the Project being completed on schedule.

2. The maximum deductible for earthquake, land movement and flood allowable under this policy shall be five percent (5%) of replacement value at risk at the time loss. A one hundred thousand dollars ($100,000) minimum is acceptable. The maximum deductible for all other perils allowable under this policy shall be ten thousand dollars ($10,000). All deductibles shall be borne solely by the

Contractor, Subcontractors, or material suppliers, and the City shall not be responsible to pay any deductible, in whole or in part.

3. The City and the Contractor waive all rights against each other and against all other contractors for loss or damage to the extent reimbursed by Builder's Risk insurance or any other property or equipment insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to obtain such consent.

4. If not covered by Builder's Risk insurance or any other property or equipment insurance required by this Contract, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, property insurance for portions of the Contractor's work and/or equipment to be incorporated therein stored offsite or in transit.

3-9.04.D Environmental Liability Insurance

When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Environmental Liability insurance, using an occurrence form (Claims Made forms at not acceptable unless expressly allowed by the City), which includes coverage for sudden and accidental pollution arising out of the handling of hazardous materials or hazardous wastes; non-hazardous materials or non-hazardous wastes that, when released into the environment, violate regulatory standards of the Federal, State or Local Government; and coverage for liability arising out of the handling of asbestos.

If coverage for Environmental Liability insurance is allowed by the City to be written on a claims-made form, the following provisions apply:

Limit of coverage shall be not less than ten million dollars combined single limits for Bodily Injury and Property Damage ($10,000,000).

Insurance must be maintained and evidence of insurance must be provided for at least four (4) years after completion of the Work. Additional provisions, including Project specific coverage may be required at the sole discretion of the City.

3-9.04.E Other Provisions

1. The Contractor's General Liability, Automobile Liability, and any Excess or Umbrella Liability or other insurances required in the Special Provisions, shall contain the following provisions:

    a. The City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or

borrowed by the Contractor. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officers, officials, employees, agents, or volunteers.

b. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

2. The Contractor's General Liability and any Excess or Umbrella Liability insurance policies shall contain an endorsement stating that any aggregate limits shall apply separately to the Work.

3. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

4. Each insurance policy by endorsement or provision shall state that coverage shall not be suspended, voided, cancelled, reduced in scope of coverage or in limits, non-renewed, or materially changed unless the insurer(s) provide thirty (30) Calendar Days written notice by certified mail to the City prior to such change. Ten (10) Calendar Days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.

5. All of the Contractor's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-IX.

   Exception: Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.

6. The Contractor shall sign and file with the City the following certification prior to commencing performance of the work of the Contract:

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

   Said certification is included in the Contract, and signature and return of the Contract shall constitute signing and filing of the said certification.

7. The City, at its discretion, may require new types of insurance coverage or increase the limits of insurance coverage required hereunder at any time during the term of the Contract by giving thirty (30) Calendar Days written notice to the Contractor. Contractor shall immediately procure such insurance or increase the limits of coverage and provide certificates of insurance, including copies of all required endorsements, to the City within thirty (30) Calendar Days of receipt of the City's request.

8. The required insurance coverage shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve the Contractor of its duties and responsibilities in this Contract.

9. If the Contractor fails to procure or maintain insurance as required by this Section 3-9 and each of its subsections and any Special Provisions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Contractor under the Contract. Failure of the City to obtain such insurance shall in no way relieve the Contractor from any of the Contractor's responsibilities under the Contract. Any failure of the Contractor to maintain any item of the required insurance is sufficient cause for termination of the Contract as a material breach.

10. The making of progress payments to the Contractor shall not be construed as relieving the Contractor of responsibility for loss or damage, or destruction occurring prior to final acceptance by the City. Partial payment does not constitute partial acceptance.

11. The City is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of the Contract. The City will provide such amendments or waivers in writing to the Contractor.

12. The Contractor is responsible for the acts and omission of all of its Subcontractors and shall require all of its Subcontractors to maintain adequate insurance.

The failure of the City to enforce in a timely manner any of the provisions of this Section 3-9 and/or any of its subsections shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Contract.

3-9.04.F Deductibles and Self-Insurance Retention

Any deductible or self-insured retention over $10,000 that applies to General Liability or Automobile Liability must be declared to and approved by the City.

3-9.05 Notification of Accident or Occurrence

The Contractor shall report by telephone to the City within twenty-four (24) hours and also report in writing to the City within fifteen (15) Calendar Days after the Contractor or any

Subcontractors or agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars ($10,000) to the Work, property of the City or others, arising out of any work done by or on behalf of the Contractor as part of the Contract. Such report shall contain:

1. The date and time of the occurrence,

2. The names and addresses of all persons involved, and

3. A description of the accident or occurrence and the nature and extent of injury or damage.

3-9.05 Notification of Claim

If any claim for damages is filed with the Contractor or if any lawsuit is instituted against the Contractor, that arises out of or is in any way connected with the Contractor's performance under this Contract and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the City, Contractor shall give prompt and timely notice thereof to the City. Notice shall be prompt and timely if given within thirty (30) Calendar Days following the date of receipt of a claim or ten (10) Calendar Days following the date of service of process of a lawsuit.

CHAPTER 4 - SCOPE OF WORK

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CHAPTER 4 SCOPE OF WORK

4-1 INTENT OF CONTRACT DOCUMENTS

The Work shall be performed and completed according to the Contract Documents. The Contract Documents provide the details for completing the Work in accordance with the terms of the Contract. Each Contract Document is an integral part of the Contract, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents shall be interpreted as being explanatory and complementary in requiring complete Work ready for use and occupancy or operation in satisfactory working condition with respect to the functional purposes of the installation.

The Contractor shall do all of the work and furnish all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary or proper, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any Change Order work or disputed work directed by the City in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

If the Contract does not specifically allow the Contractor a choice of quality or cost of items to be furnished, but could be interpreted to permit such a choice, the Contractor shall furnish the highest quality under current industry standards, regardless of the cost of the item.

Unless otherwise specified, the Contractor agrees to furnish all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary to perform and complete the Work in a good and workmanlike manner to the satisfaction of the City, in the manner designated, and in strict conformity to the Contract. When portions of the Work are described in general terms, but not in complete detail, it is understood that the Contractor will employ only the best general practice and incorporate only the best quality materials and workmanship in the Work.

No extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items will include full compensation for furnishing all materials, supplies, equipment, tools, labor, transportation, supervision, resources, incidentals and everything else necessary to complete the Work as provided in the Contract. The prices paid include all overhead, markups and profit.

If the Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery, until authorized by the City, will be done at the Contractor's risk.

4-2 PLANS AND SPECIFICATIONS FURNISHED

The City will provide, at no cost to the Contractor, copies of Project Plans (except Standard Drawings or State Plans), Project Specifications (the State Specifications), and Special Provisions, and the fully executed Contract for the Contractor's use in prosecuting the Work. The total number of copies of the Plans, Specifications, and Special Provisions provided shall equal the total of the prime Contractor plus the number of Subcontractors listed in the Bid. The Contractor may purchase additional copies of Plans, Specifications, and Special Provisions.

The Contractor shall retain an approved set of Contract documents on the job during the progress of the Work. This set shall be used by the Contractor as the Record Drawings as described in Section 11-3, "Record Drawings" of these General Provisions.

4-3 CONFORMANCE WITH CODES AND STANDARDS

The Work shall be in full compliance with the latest adopted edition of the following applicable standards and regulations:

- The State Fire Marshal
- The UBC
- Title 8
- Title 22
- Title 24
- The NEC
- The UPC
- Storm Water Pollution Plans and Standards
- Other codes, laws or regulations applicable to the Work or the Contract.

Nothing in the Contract is to be construed to permit work not conforming to these requirements. When the Work detailed in the Plans and Specifications differs from governing codes, the Contractor shall complete the Work in accordance with the higher standard. If the higher standard is more expensive than the Work detailed in the Plans and Specifications, the Contractor will be compensated for the Contractor's additional costs by Contract Change Order as provided in Chapter 9, "Changes and Claims", of these General Provisions.

4-4 SUPPLEMENTAL DRAWINGS

In addition to the Plans incorporated in the Contract at the time of signing, the City may furnish Supplemental Drawings as necessary to clarify or define in greater detail the intent of the

Contract. In furnishing such Supplemental Drawings, the City may make minor changes in the Work, not involving extra cost and not inconsistent with the nature of the Work. The Supplemental Drawings shall become a part of the Contract.

4-5 FIELD DIRECTIVES OR OTHER WRITTEN DIRECTIVES

The City may issue Field Directives or other written directives from the office or field during the course of the Work, and the Contractor shall immediately comply with the Field Directive or other written directive. Contractor must perform all work directed by a field directive, whether or not Contractor believes the work is included in the Contract and regardless of any disputes regarding money, time and/or other issues. Contractor acknowledges that continued progress of the Work is of high importance and that such disputes can be resolved as the Work progresses.

A Field Directive or other written directive may be used to add, delete, modify, or reject work, to note deficiencies in work, to clarify the Contract or to order work to be performed. Work required by a Field Directive or other written directive shall be in accordance with the Contract and any previously executed Change Orders, except as delineated otherwise in the directive. Drawings included with Field Directives or other written directives are part of the Contract and shall be incorporated into the Record Drawings.

If the Contractor refuses or neglects to comply with or make progress in the execution of any Field Directive or other written directive, the City, in addition to all other rights under the Contract and/or applicable law, may employ any person or persons to perform such work at Contractor's cost, and the Contractor shall not interfere with the person or persons so employed.

At appropriate intervals, Field Directives and/or other written directives that alter the Contract may be grouped to form a Change Order as described in Chapter 9, "Changes and Claims" of these General Provisions.

4-6 DOCUMENT PRECEDENCE

The component Contract Documents are intended to provide explanation for each other. Any work shown on the Plans and not in the Specifications, or vice versa, is to be executed as if indicated in both. In case of conflict in the Contract, the following order of precedence will govern interpretation of the Contract:

1. Permits from other agencies as may be required by law;

2. The Agreement, as amended by Change Orders and any other Contract amendments;

3. Special Provisions;

4. Technical Specifications;

5. Plans and Drawings;

6. General Provisions and General Requirements;

7. Invitation for Bids [Notice to Contractors], including attachments and addenda;

8. City of Rocklin Construction Standard Specifications;

9. City of Rocklin Improvement Standards;

10. State of California Department of Transportation Standard Plans and Specifications.

In addition, the following shall also apply:

1. Written numbers and notes on a drawing shall govern over graphics.

2. A detail drawing governs over a general drawing.

3. A detail specification governs over a general specification.

4. A specification in a section governs over a specification referenced by that section.

5. Changes last in time govern prior requirements.

In case of conflict between the Project Plans and Technical Specifications, the Plans shall govern in matters of quantity and size, the Technical Specifications in matters of quality. In case of conflict within the Plans involving quantities or within the Technical Specifications involving quality, the greater quantity and the higher quality shall be provided.

Where on any Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply to all other like portions of the Work. Where ornament or other detail is indicated as starting, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts in the Work, unless otherwise indicated.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Notice to Contractors, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents.

Any work for which there are no technical specifications in the project Plans and Specifications, shall be performed in accordance with documents 8, 9 and 10 listed above in this Section 4-6, with the highest order of precedence. Documents 9 and 10 are only incorporated into the Contract for this limited purpose, and no portions of these documents are

incorporated for any other purpose except as expressly indicated elsewhere in the Contract Documents.

4-7 REQUESTS FOR INFORMATION

4-7.01 General

Contractor shall prepare a Request for Information (RFI) when additional information, clarification, or interpretation of the Contract is required. RFI's may also be used for apparent conflicts, inconsistencies, ambiguities, or omissions.

RFI's shall be submitted to the City sufficiently in advance of the work to permit time for investigation and preparation of a response. Any work undertaken prior to receipt of a response to an RFI will be at the Contractor's risk.

RFI's shall not be used for submittals or for substitution of material or equipment, or for waiving of requirements.

4-7.02 Procedure

An RFI shall be submitted on an approved form as defined at the preconstruction meeting, and shall be numbered consecutively. A status log shall be prepared and updated by the Contractor and reviewed with the City at each progress meeting. Each RFI shall deal with only one topic, item, issue, or system. The RFI shall clearly describe and specifically state what is being requested. Relevant portions of the Contract shall be cited, marked-up, and attached.

The Contractor shall review each RFI before submittal and compare it with the Contract to verify that a response is required. RFI's will only be accepted from the Contractor and not from Subcontractors or suppliers. A recommendation or proposed solution may be included when appropriate or expedient. RFI's that are not clear or RFI's for which a response is clearly identified in the Contract will not be accepted.

4-7.03 Response

The City will normally respond within fifteen (15) Working Days. The City will provide a written response, and that response shall control. The Contractor shall indicate a priority for responses to RFI's if more than five (5) RFI's are pending at the same time. In case of a dispute between the Contractor and the City, protest may be made as provided in Section 9-16, "Dispute Regarding Contract Requirements", of these General Provisions.

Subsequent resubmittals of an RFI shall be identified with the same RFI number and a letter designation. Resubmittals shall clearly state the reason for the resubmittal.

Responses to RFI's indicating a change to drawings shall be recorded by the Contractor on the Record Documents in accordance with Section 11-3, "Record Drawings" of these General Provisions.

4-8 DELETED ITEMS

The City may delete from the Work any item of work. The Contractor will be paid for all work done toward the completion of the item prior to such deletion, as provided in Chapter 9, “Changes and Claims”, of these General Provisions but in no event will the amount paid exceed the Bid or Schedule of Values amount less the value of the deleted work. The Contractor shall make no claim, nor receive any compensation for profits, for loss of profit, for damages, or for any extra payment whatever because of any deleted items of work.

4-9 EXTRA WORK

Work not covered by the Contract but necessary for the proper completion of the Project will be classed as extra work and shall be performed by the Contractor when directed in writing by the City. Extra work shall be performed in accordance with the Contract and as directed by the City.

Extra work must be authorized in writing by the City before the work is started. Payment for extra work will not be made unless such prior written authorization is obtained.

In the event of an emergency or other situation that endangers the Work or endangers public safety, the City will direct the Contractor to perform such extra work necessary to protect the Work or the public.

4-10 USE OF COMPLETED PORTIONS

The City has the right during the progress of the Work to occupy and/or use any completed or partially completed portion of the Work. Such use shall not be deemed acceptance of that portion, nor of any other portions of the Work, nor of work not completed in accordance with the Contract.

Under unusual circumstances on an exception basis, and only by written approval of the City, the City may provide a field acceptance of a completed portion of the Work under Section 7-21 “Final Inspection and Field Acceptance”, of these General Provisions, such that the warranty period for that portion will be considered to commence and the Contractor will be relieved of any further maintenance and protection of that portion. No final payment shall occur for a limited portion of the work. The Contractor will not be relieved of the Contract requirements for repairing or replacing defective work and materials in accordance with Sections 7-21 and 7-23, “Warranty Work”, of these General Provisions.

4-11 LANDS AND RIGHTS-OF-WAY

The City shall provide the lands, rights-of-way, and easements upon which the Work is to be done, and such other lands as may be designated on the Plans for the use of the Contractor. The Contractor shall confine its operations to within these limits. The Contractor shall comply with the terms and conditions of right of entry, right of way and easement documents. The City shall provide photocopies of these documents to the Contractor prior to the Contractor’s use of, or commencement of Work, in the lands in question.

The Contractor shall provide at the Contractor's own expense any additional land and access that is required for temporary construction facilities or storage of materials. The

Contractor shall obtain all required permissions for use of private property prior to taking possession or use. The permission shall be obtained in writing and a copy forwarded to the City prior to the Contractor taking possession of said property.

4-12 WARRANTY

Unless otherwise specified in the Special Provisions, the warranty time period will be one year after City acceptance of Work (see Section 7-22, “Final Acceptance and Notice of Completion”, of these General Provisions) and subject to the terms of the Contractor Guarantee Form. The Performance Bond furnished by the Contractor as part of the execution of the Contract shall include the terms and time period of the Warranty of the Contractor’s work In lieu of continuing the original performance bond through the warranty period, the Contractor may submit a warranty bond, on a form substantially the same as the Performance Bond, for a minimum of ten percent (10%) of the total project value to be valid for one year from the date of acceptance by the Council, subject to extension in accordance with the Contractor Guarantee Form for corrected defective work .

If required by the Special Provisions, the Contractor shall enter into and sign Warranty statements in the form provided to warranty various segments of the Work for the time specified.

If failure of any portion of the Work can be attributed to faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor’s performance, and this failure occurs prior to the end of the specified warranty period, the Contractor shall promptly make the needed repairs at the Contractor's expense in accordance with Section 7-23, “Warranty Work”, of these General Provisions.

CHAPTER 5 -- CONTROL OF WORK AND MATERIALS

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CHAPTER 5 CONTROL OF WORK AND MATERIALS

5-1 AUTHORITY OF CITY

The City will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. The City will decide all questions regarding the interpretation and fulfillment of the Contract on the part of the Contractor, and all questions as to the rights of different contractors that may be involved with the Work.

The City will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.

The City will administer its authority through a duly designated representative identified at the preconstruction meeting. The Contractor and the City representative shall make good faith attempts to resolve disputes that arise during the performance of the Work.

Any order given by the City not otherwise required by the Contract to be in writing will be given or confirmed by the City in writing at the Contractor's request. Such request shall state the specific subject of the decision, directive, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.

5-2 ATTENTION AND COOPERATION OF CONTRACTOR

The Contractor shall comply with any written instruction delivered to the Contractor or the Contractor's authorized representative by appropriately authorized representatives of the City.

5-3 SUGGESTIONS TO CONTRACTOR

Any plan or method suggested to the Contractor by the City, but not specified or required in writing, if adopted or followed in whole or in part by the Contractor, shall be used at the risk and responsibility of the Contractor. The City assumes no responsibility.

5-4 SEPARATE CONTRACTS

The City reserves the right to award other contracts in connection with the Work. The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work and shall properly connect and coordinate its work with the other contractors.

If any part of the Contractor's work depends upon the work of any other contractor for proper execution or results, the Contractor shall inspect and promptly report to the City any defects in such work that render the other contractor's work unsuitable for proper execution and results. The Contractor's failure to so inspect and promptly report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's work, unless defects develop in the other contractor's work after the execution of the Contractor's work.

5-5 COOPERATION WITH OTHER CONTRACTORS

Other contractors and other forces, including the City and/or adjacent property owners may perform work adjacent to or within the Work area concurrent with the Contractor's operations.

The Contractor shall conduct operations to minimize interference with the work of other forces or contractors. Any disputes or conflicts between the Contractor and other forces or contractors retained by the City which create delays or hindrance to each other shall be referred to the City for resolution. If the Contractor's work is delayed because of the acts or omissions of any other force or contractor, the Contractor shall have no claim against the City other than for an extension of time (see Section 7-18, "Extension of Time", of these General Provisions).

5-6 CONTRACTOR'S DISMISSAL OF UNSATISFACTORY EMPLOYEES

If any person employed by the Contractor or any Subcontractor shall fail or refuse to carry out the directions of the City or the provisions of the Contract, or is, in the opinion of the City, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language or conduct to any person on or associated with the Work or with the public; or is acting or working in a manner that compromises the safety of the public, Work or persons or property involved with the Work, or is otherwise unsatisfactory, the Contractor shall, when requested by the City, remove the worker from the Work site immediately, and shall not again employ the removed worker on the Work except with the written consent of the City.

5-7 CONTRACTOR'S EQUIPMENT

The Contractor shall provide adequate and suitable equipment, labor, and means of construction to meet all the requirements of the Work, including completion within the Contract Time. Only equipment suitable to produce the quality of work required will be permitted to operate on the Project. Specific types of equipment may be requested by the City on component parts of the Work.

The City may, at the City's option, permit the use of new or improved equipment, at the Contractor's cost. If such permission is granted, it is understood that it is granted for the purpose of testing the quality and continuous attainment of work produced by the equipment, and the City shall have the right to withdraw such permission at any time that the City determines that the alternative equipment is not producing work that is equal in all respects to that specified, or will not complete the Work in the time specified in the Contract. The cost for mobilizing and demobilizing new or improved equipment shall be borne by the Contractor.

In any case where the use of a particular type or piece of equipment has been banned, or in cases where the City has condemned for use on the Work any piece or pieces of equipment, the Contractor shall promptly remove such equipment from the site of the Work at its cost. Failure to do so within a reasonable time may be considered a breach of contract. The cost for mobilizing and demobilizing replacement equipment shall be borne by the Contractor.

5-8 CONTRACTOR'S SUBMITTALS

5-8.01 Submittals - General

The Contractor shall furnish all working drawings, plans, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's instructions as required in the Contract, and any other information required to demonstrate that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract. Submittals shall be submitted by the dates specified in the Contract or, in the

City’s sole discretion, a fine of $100 per day will be levied until the appropriate submittals are properly submitted.

Submittals for systems shall be bound together, include all information for the system and, unless otherwise specified, submitted to the City electronically.

A minimum of five (5) copies of all submittals shall be furnished, two (2) of which will be returned after review. Depending on the complexity of the submittal, the number of submittals, and the express needs of the Contractor, the submittal will be returned to the Contractor within thirty (30) Calendar Days, exclusive of any time awaiting clarification or further information. Where any item of the work is required to be installed in accordance with the manufacturer's recommendations, the Contractor shall furnish a complete set of the manufacturer's installation recommendations to the City prior to starting the installation. These submittals will be retained by the City.

If the information furnished in a submittal shows any deviation from the Contract requirements, the Contractor shall, by a statement in writing accompanying the information, advise the City of the deviation and state the reasons. It shall be the Contractor's responsibility to ensure there is no conflict with other submittals and to notify the City in any case where the Contractor's submittal may concern work by another contractor, adjacent property owners, other forces or the City.

The Contractor is solely responsible for coordination of submittals among all related crafts performing the Work. The Contractor shall verify that its Subcontractors’ submittals are complete in every way and meet the requirements of the Contract.

Direction from the City to proceed following return of the Contractor's submittals shall not relieve the Contractor of responsibility for any error or of any obligation for accuracy of dimensions and details, for agreement with and conformity to the Contract, or responsibility to fulfill the Contract as prescribed. Nor shall such direction be considered as approval of any deviation or conflict in the submittal unless the City has been expressly advised in writing of the same as set forth immediately above, and the City has expressly approved such deviation or conflict in writing.

The Contractor shall make no changes to any submittal after it has been returned, and the equipment or materials shall not deviate in any way except with written approval by the City. Fabrication or other work performed in advance of return of the submittal with a direction to proceed shall be done entirely at the Contractor's risk.

Minimum requirements for submittals are contained in these Specifications. Additional and/or project-specific requirements may be contained in the Contract. The Contractor is responsible for identifying and providing all required submittals.

5-8.02 Resubmittals

Resubmittals shall address all comments from the City. Partial resubmittals may be returned ‘REVISE AND RESUBMIT.” The Contractor is responsible for the City's review costs for each resubmittal in excess of the first resubmittal. These costs will be charged to the Contractor and will be deducted from progress payments.

5-8.03 Submittals Containing Proprietary Information

All required information shall be provided even though some or all of such information may be considered proprietary. If any of the information required herein is considered proprietary, a proprietary agreement shall be executed between the City and the Contractor, stipulating that all such information will be supplied by the Contractor and kept confidential by the City. All proprietary data shall be identified as part of the Contractor's Bid and the proprietary agreement shall be executed before award of the Contract. Proprietary information is defined as any information or data describing or defining a product, process or system which 1) was developed at the expense of the Contractor, a Subcontractor or supplier; 2) is not generally available in the industry; and 3) is kept secret by its owner for purposes of preventing its use by others. Application software and all other documentation, or any other product, prepared by the Contractor, Subcontractor, or supplier at the expense of the City for specific use on the facility being constructed under the Contract shall not be considered proprietary.

All submitted proprietary information shall describe the final record Work. No part of the Work covered by the proprietary agreement shall be modified after proprietary submittal acceptance until updated proprietary information has been submitted by the Contractor and accepted by the City. Updated proprietary information shall fully document all modifications to be implemented. All proprietary data shall be marked “PROPRIETARY” by the Contractor.

5-8.04 Electrical, Instrumentation, Control, and Communication Systems

Electrical, instrumentation, control, and communication system drawings shall include elementary and loop diagram drawings, functional single line system layout drawings, connection drawings, interconnection drawings, panel/cabinet fabrication drawings, and detailed circuit board and component drawings. Detailed circuit schematics and circuit board layout drawings shall clearly show, locate, and identify all components and wiring. Each circuit board component shall be identified by the component's original manufacturer name and part number.

Industry standard part numbers shall be used. Component values, voltage/current levels, setpoints, and timing values shall be defined. Drawings shall be in the latest version of AutoCAD or other electronic reproducible medium specified by the City.

Conduit layout diagrams shall be provided for all electrical conduits, and conduits shall be labeled in the field consistent with the layout diagrams.

Complete annotated software/firmware source code listings and program documentation shall be provided for all electronic/electrical systems, subsystems, assemblies, parts, components, and equipment that incorporate programmable devices. All instructions and hardware necessary to load, store, modify, and activate software/firmware source codes and programs shall be provided.

5-8.05 Maintenance and Operations (M&O) Submittals

For use in subsequent maintenance and operations the Contractor shall furnish to the City electronically and bound together and indexed all maintenance and operation information,

including all the highest level of factory maintenance manuals (greatest level of detail) that are available to factory representatives with a three-year subscription to newsletters and updates supplied by the manufacturer covering all equipment and systems included in the Contract. The City may withhold up to thirty percent (30%) of the Total Contract Price until M&O submittals have been submitted and approved. The submittal shall include at a minimum:

- Drawings
- Illustrations
- Parts lists
- Wiring diagrams of systems
- Internal wiring diagrams and circuit board schematics and layout drawings
- Manufacturer's recommended spare parts lists
- Name, address and phone number of nearest parts and service City
- Systems balance data
- Maintenance and service instructions
- Operation instructions
- Software including annotated source lists and programs

The submittal of maintenance and operation information is required for all mechanical, electrical, instrumentation, control, communications, sound, or special equipment and systems.

The Contractor shall obtain approval of the required data at least thirty (30) Calendar Days prior to any required training or the final inspection date.

5-9 DAILY REPORTS

No less than on a weekly basis, the Contractor shall submit, upon request of the City, to the City daily reports, which shall include, without limitation, the identity of Subcontractors on the site, an accurate headcount of workers on the site, materials and equipment delivered to the site, visitors to the site, work performed, and any problems encountered.

5-10 SURVEYS

5-10.01 Surveys

Except as set forth in this Section or in the Special Provisions, the Contractor shall be responsible for performing all necessary surveys to lay out and control the Work to the locations, elevations, lines, and dimensions shown or specified in the Contract. Any deviations

must receive prior written approval of the City. All surveys affecting the line or elevation of underground drainage, sewers, or utilities, and all other work within public rights-of-way or easements, shall be performed by or under the direction and supervision of a California Registered Civil Engineer authorized to practice land surveying or a California Licensed Land Surveyor. The Contractor shall be responsible for protecting and perpetuating survey monuments affected by construction activities in accordance with Business and Professions Code Section 8771(b). The Contractor shall be responsible for the accuracy of the Contractor's own layout work, and shall be liable for the preservation of all established lines and grades.

Stakes damaged or destroyed by the operations of the Contractor shall be replaced at the Contractor's expense.

The Contractor's surveys also shall include, without limitation, the following surveys:

5-10.01.A Streets and Highways

- Slope Stakes -- One line of slope stakes at fifty-foot (50') intervals for the construction of each pavement edge. The Contractor shall set back and reference the stakes.

- Subgrade -- One line of blue tops at centerline or at a location directed by the City for each two (2) lanes of the roadway at fifty-foot (50') intervals, and three (3) lines on super-elevated sections for each two (2) lanes. The Contractor shall reference subgrade stakes for the subbase and base layers.

- Finished Base -- One (1) line of blue tops at centerline or at a location directed by the City for each two (2) lanes of roadway at fifty-foot (50') intervals, and three (3) lines for each (2) lanes on super-elevated and widened sections.

- All necessary line, location, and elevation stakes for curb and gutter, inlets, pipes, drainage structures, signals, box culverts, and other miscellaneous facilities.

5-10.01.B Sewer, Water, and Drainage Facilities

- For all pipelines to be laid on grade: the City will establish an offset line at fifty-foot (50') intervals, furnish cut sheets and necessary land surveys, and establish bench marks, base lines, and reference points for locating principal structures.

- For drainage channels: the City will furnish slope stakes at fifty-foot (50') intervals.

From this information, the Contractor shall develop and make all additional detail surveys and measurements necessary for the construction of the Work.

5-10.02 Survey Monuments

The City shall show on the construction Plans, to the best of its knowledge, the location and character of survey monuments located within the construction area. It is the Contractor's responsibility to arrange and pay for a diligent and thorough search for survey monuments. This shall be performed by or under the direction of a California Licensed Land Surveyor or a

California Registered Civil Engineer authorized to practice Land Surveying, prior to the beginning of construction or maintenance work that could disturb or destroy a survey monument. Any monuments found shall be referenced and reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying in accordance with Business and Professions Code Section 8771. On thin surface treatments, such as chip seals, the monuments can be covered in advance of the maintenance treatment with a suitable material and then removed to expose the monument.

When survey monuments not shown on the Plans are discovered, the Contractor shall bring them to the attention of the City prior to damaging them. Any City survey monuments damaged or destroyed by the Contractor shall by reset by the City or Contractor at the Contractor's expense. Any other damaged or destroyed survey monuments shall by reset by the Contractor at its sole expense in accordance with the Land Surveyors Act (Business & Professions Code 8700 et seq.).

When the Special Provisions require that the Contractor provide all surveys, the Contractor shall be responsible for referencing, resetting, and filing of corner records for all survey monuments disturbed or destroyed by construction activities in accordance with Business and Professions Code Section 8771.

All survey monuments and references shall be set or reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying.

5-11 RESPONSIBILITY FOR ACCURACY

The Contractor shall obtain all necessary measurements for and from the Work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work; the accuracy for all of which the Contractor shall be responsible. The Contractor is responsible for adjusting, correcting, and coordinating the work of all Subcontractors so that no discrepancies result.

5-12 DUTIES AND POWERS OF INSPECTORS

Inspectors are the authorized representatives of the City. Their duty is to inspect materials and workmanship of those portions of the Work to which they are assigned, either individually or collectively, under instructions of the City, and to report all deviations from the Contract.

City work site inspections will only be conducted Monday through Thursday from 7AM to 3:30PM, excluding City Holidays. Any inspections outside of these hours shall be requested at least three (3) days prior, must be approved by the Project Manager, and all costs associated with the inspections shall be paid by the Contractor.

5-13 INSPECTION

The inspection of the Work does not relieve the Contractor of the obligation to fulfill all Contract requirements. The purpose of inspection is not to assure Contractor that all of the Work is meeting all of the Contract requirements.

All work and materials furnished pursuant to the Contract shall be subject to inspection and

approval by the City. The Contractor shall provide the City and Inspectors with access to the Work during construction and shall furnish every reasonable facility and assistance for ascertaining that the materials, equipment and the workmanship are in accordance with the requirements and intent of the Contract. Any work, materials, or equipment not meeting the requirements and intent of the Contract will be rejected, and unsuitable work, equipment or materials shall be made good, notwithstanding the fact that such work, materials or equipment may have been previously inspected or approved and /or payment may have been made. The Contractor shall be solely responsible for any costs associated with the removal of any defective work, equipment or materials discovered during the inspection and the complete cost of reconstruction.

Unless authorized in writing by the City, any work done in the absence of an Inspector, whether completed or in progress, shall be subject to inspection. The Contractor shall furnish all tools, labor, materials, access facilities, and other facilities necessary to allow such inspection, even to the extent of uncovering or taking down completed portions of the Work. The Contractor shall pay all costs incurred, whether or not any defective work is discovered. The Contractor shall also be solely responsible for any costs associated with the removal of any defective work discovered during the inspection and the complete cost of reconstruction.

Reexamination of any part of the Work may be ordered by the City, and such part of the Work shall be uncovered by the Contractor. The Contractor shall pay the entire cost of such uncovering, reexamination, and replacement if the reexamined work does not conform to the Contract.

The Contractor shall notify the City of the time and place of any factory tests and submit test procedures for approval thirty (30) Calendar Days in advance for any tests that are required by the Contract. The Contractor shall report the time and place of preparation, manufacture or construction of any material for the Work, or any part of the Work, that the City wishes to inspect. The Contractor shall give five (5) Working Days' notice in advance of the beginning of work on any such material or of the beginning of any such test to allow the City to make arrangements for inspecting and testing or witnessing.

5-14 QUALITY OF MATERIALS AND WORKMANSHIP

Unless otherwise allowed or required by the Special Provisions, all equipment and materials shall be new and of a quality at least equal to that specified. All workmanship shall also be of the highest qualify. When the Contractor is required to furnish equipment, materials or manufactured articles or shall do work for which no detailed specifications are set forth, the equipment, materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market. If not ordinarily carried in stock, the articles shall conform to the usual standards for first-class materials or articles of the kind required. The work performed shall secure the best standard of construction and equipment of the Work as a whole or in part.

Materials shall be furnished in sufficient quantities and at such times to ensure uninterrupted progress of the Work. All required spare parts shall be delivered in new condition, not in a used or unknown condition, and with any certificates required. Materials, supplies, and equipment shall be stored properly and protected as required. The Contractor shall be entirely responsible for damage or loss by weather or other causes.

5-15 SUBSTITUTIONS

Certain materials, articles, or equipment may be designated in the Contract by brand or trade name or manufacturer together with catalog designation or other identifying information. Substitute material, article, or equipment which is of equal quality and of required characteristics for the intended purpose may be proposed for use, provided the Contractor complies with the requirements of the following paragraphs.

5-15.01 Written Request

The Contractor shall submit any request for substitution in writing no later than thirty (30) Calendar Days after the award of the Contract.

5-15.02 Documentation

If requested by the City, a proposal for substitution must be accompanied by complete information and descriptive data, including cost of operation, cost of maintenance, and physical requirements necessary to determine the equality of offered materials, articles, or equipment.

The Contractor shall also submit such shop drawings, descriptive data, and samples as requested. The burden of proof of comparative quality, suitability, and performance of the offered proposal shall be upon the Contractor. The determination of equal quality, suitability, and performance shall be at the sole discretion of the City. The City will examine such submittals with reasonable promptness. If the City rejects the request for such substitution, then one of the particular products designated by brand name in the Contract shall be furnished. Acceptance of substitution by the City shall not relieve the Contractor from responsibility for deviations from the Plans and Specifications or from responsibility for errors in submittals. Failure by the Contractor to identify deviations in the request material from the Plans and Specifications shall void the submittal and any action taken thereon by the City.

Changes required for proper installation and fit of substitute materials, articles or equipment, or because of deviations from the Contract shall not be made without the written consent of the City and shall be made by the Contractor without additional cost to the City. The Contractor shall pay the costs of design, drafting, architectural or engineering services and alterations of the construction required to accommodate any Contractor substitution or construction error to maintain the original function and design.

5-16 PREPARATION FOR TESTING

The Contractor shall maintain proper facilities and provide safe access for inspection by the City to all parts of the Work and to the shops wherein parts of the Work are in preparation. Where the Contract requires work to be tested or approved, such work shall not be tested or covered up without at least a five (5) Working Day notice to the City of its readiness for inspection, unless the written approval of the City for such testing or covering is first obtained.

5-17 MATERIALS SAMPLING AND TESTING

Materials to be used in the Work will be subject to sampling and tests by the City. The

Contractor shall furnish the City with a list of the Contractor's sources of materials and the locations at which such materials will be available for inspection. The list shall be furnished to the City in time to permit the inspection and testing of materials in advance of their use.

Testing shall be done to such standards as set forth in the Plans, Specifications, or Special Provisions. References made in these documents to standard methods of testing materials shall make such standards a part of the Specifications.

Whenever a reference is made in the Specifications to a specification or test designation of any recognized State or national organization or State of California City, and the number or other identification representing the year of adoption or the latest revision is omitted, it shall mean the specification or test designation in effect on the date of the original Notice to Contractors for the Work.

When requested by the City, samples or test specimens of the proposed materials shall be prepared at the expense of the Contractor and furnished by the Contractor in such quantities and sizes required for proper examination and tests, and with complete information describing type, kind, or size of material, and its source. All samples shall be submitted in time to permit the making of proper tests, analyses, or examinations before incorporating the materials into the Work. No material shall be used in the Work unless or until it has been approved by the City. All material tests shall be made by the City in accordance with recognized standard practice. The Contractor shall pay the cost of the first retest and any subsequent retest of any area or material. The City will secure and test samples whenever necessary.

5-18 APPROVAL OF MATERIALS OR EQUIPMENT

5-18.01 Sources Of Supply

The City's approval at the source of supply may be required prior to procurement. Such approval shall not prevent subsequent disapproval or rejection of materials or equipment by the City if the quality is less than required by the Contract.

5-18.02 Plant Inspection

The City assumes no obligation to inspect materials or equipment at the source of supply. The Contractor is responsible for incorporating satisfactory materials and equipment into the Work, notwithstanding any prior inspections or tests.

The City will inspect materials or equipment at the source if the Contractor submits a written request and if the City deems the inspection necessary. The Contractor and the supplier will cooperate with and assist the City while performing the inspection. The City shall have access to all production areas of the material or equipment source or place of manufacturing.

5-19 PROVISIONS FOR EMERGENCIES

The City may provide necessary labor, material and equipment to correct any emergency resulting from the Contractor's operation including noncompliance with the Contract, public convenience, safety, traffic control, and protection of Work, persons, environment, and property. The nature of the emergency may prevent the City from notifying the Contractor prior to taking action. The costs of such labor, material, and equipment shall be borne by the

Contractor and will be deducted from progress payments.

The performance of such emergency work under the direction of the City shall not relieve the Contractor from any damages resulting from the emergency.

5-20 RIGHT TO RETAIN IMPERFECT WORK

If any portion of the work done or materials or equipment furnished under the Contract shall prove defective or not in accordance with the Contract, and if the defect in the work, materials or equipment is not of sufficient magnitude or importance to make the work, materials or equipment dangerous or undesirable, or if the removal of such work, materials or equipment is impracticable or will create conditions which are dangerous or undesirable, the City shall have the right and authority to retain the work, materials or equipment instead of requiring it to be removed and reconstructed or replaced. Progress payment deductions will be made as described in Section 8-9, “Deductions for Imperfect Work”, of these General Provisions.

5-21 REMOVAL OF REJECTED MATERIALS OR WORK

The Contractor shall remove all rejected or condemned materials, equipment or structures brought to or incorporated in the Work within two (2) Working Days of the City’s written directive. No such rejected or condemned materials or equipment shall again be offered for use in the Work. The Contractor shall, at the Contractor’s expense, bring into Contract compliance all rejected material, equipment or work in a manner acceptable to the City.

The City may bring into Contract compliance the rejected material or equipment if the Contractor fails to comply with this Section. All costs shall be borne by the Contractor and will be deducted from the Progress Payment.

5-22 TEMPORARY SUSPENSION OR DELAY OF WORK

The City has the authority to suspend or delay the Work, wholly or in part, for any period the City deems necessary. The Contractor shall immediately comply with the City’s written directive to suspend or delay the Work. The suspended or delayed work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the City. Public safety and convenience must be maintained throughout the suspension or delay in accordance with Sections 6-12, “Public Convenience and Safety”, and 6-13, “Public Safety and Traffic Control”, of these General Provisions.

Delays due to suspension of work shall be classified as Inexcusable or Excusable Delays in accordance with Section 7-12, “Delays”, of these Specifications. Such suspension shall not relieve the Contractor of the Contractor’s responsibilities as described in the Contract.

5-23 TERMINATION OF CONTRACT

5-23.01 Reasons for Termination

The City reserves the right to terminate the Contract or the Contractor’s control over the Work for any of the reasons listed below.

5-23.01.A Termination for Convenience

The City may at any time and for any reason terminate the Contract or the Contractor's performance of the Work, in whole or in part.

If the Contract or the Contractor's control over the Work is terminated for cause and if it is later determined that the termination for cause was wrongful, such termination for cause automatically shall be converted to and treated as a termination for convenience. In such event, the Contractor shall be entitled to receive only the amount payable under Section 5-23.04 of these General Provisions, and the Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

5-23.01.B Termination for Cause

The City may terminate the Contract or the Contractor's control over the Work and so notify the Contract and the Contractor's sureties for the following causes:

- The Contractor is adjudged bankrupt or makes an assignment for the benefit of the Contractor's creditors, or if a receiver is appointed because of the Contractor's insolvency.
- The City has made a determination that the Contractor will be unable to complete the Work on or before the completion date as adjusted by Change Order, or the Contractor has not completed the Work on or before the completion date as adjusted by Change Order.
- The Contractor abandons the Work.
- The Work or any portion is sublet or assigned without the City's consent.
- The rate of progress is not in accordance with the Contract.
- Any portion of the Work is unnecessarily delayed.
- The Contractor willingly violates any terms or conditions of the Contract.
- The Contractor does not supply sufficient materials or properly skilled and staffed labor.
- The Contractor fails to promptly pay its Subcontractors.
- The Contractor disregards laws, ordinances, or City orders.
- The Contractor fails to correct defective work in response to defective work notices.
- The Contractor fails to comply with written directives.

5-23.02 Termination After Contract Time

In addition to any other rights it may have, the City may terminate the Contract or the Contractor's right to proceed at any time after the Contract Completion Date, as adjusted by Change Order. Upon such termination, in addition to the Contractor's other obligations under the Contract, the Contractor shall not be entitled to receive any compensation after such termination until the Work is completed, and the Contractor shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order, until the date of completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5-23.04 of these General Provisions.

5-23.03 Notice of Termination; City Completion

If grounds exist under Sections 5-23.01B or 5-23.02 above, then the City may issue to the Contractor and its sureties a Notice of Intent to Terminate the Contract or the Contractor's Control Over the Work for Cause. The Notice shall state the grounds for termination for cause that exist and demand that Contractor cure the grounds, or make satisfactory arrangement for cure of the grounds, within ten (10) days of the date of the Notice, or else the City will terminate the Contract or the Contractor's control over the Work.

If the Contractor fails to cure the grounds, or make satisfactory arrangement for cure of the grounds, stated in the Notice of Intent to Terminate within ten (10) days of the date of the Notice of Intent to Terminate, the City may give written Notice of Termination for Cause to the Contractor and the Contractor's sureties that the Contract, or a portion of the Contract, has been terminated and/or that the Contractor's control over the Work, or a portion of the Work, has been terminated for the reasons stated in the Notice of Termination. The Notice shall also demand that Contractor's surety take over and perform the Work through Completion. The Contractor's surety shall then have the right to take over and perform the Work through Completion. The City may take over the Work through Completion at the Contractor's and surety's expense if the surety does not commence performance within thirty (30) Calendar Days from the date of mailing the Notice of Termination or if immediate resumption of the Work is necessary to avoid significant additional cost.

If the City is forced to take over the Work, it may prosecute the same to completion by day labor, by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties shall be liable to the City for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the City may, without liability, take possession of and utilize in completing the Work, the Contractor's materials whether stored at the Site or elsewhere, that are necessary for completion. The City may also take possession of and use all or any part of the Contractor's tools, equipment and appliances on the premises to complete the Work. The City assumes the responsibility for returning such equipment in as good condition as when it was taken over, reasonable wear and tear excepted. The items shall be returned to the Contractor when the Work is complete or sooner, at the City's discretion. The City agrees to pay a reasonable amount for the use of such tools and equipment.

The Contractor hereby assigns to the City all of its interest in orders and/or contracts existing at the time of termination. The assignment of said orders and/or contracts shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts

which the City designates in writing.

Whenever the Contract or the Contractor's control over the Work is terminated for cause, the Contractor and its sureties and shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order and whether or not the termination date precedes or post-dates the adjusted Contract Completion Date, until the date of completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5-23.04 of these General Provisions.

Immediately upon receipt of a Notice of Termination for Cause or for Convenience, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work that is not terminated.

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

4. Assign to the City, in the manner, at the times, and to the extent directed by the City, all of the rights, titles, and interests of the Contractor under the orders and subcontracts so terminated. The City shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the City. The City's approval or ratification shall be final.

6. Transfer title to the City, and deliver in the manner, at the times, and to the extent directed by the City, fabricated or unfabricated parts, work in process, completed work, supplies, other material produced as a part of, or acquired in connection with, the terminated work, and the completed or partially completed drawings, information, and other property that, if the Contract had been completed, would have been submitted to the City.

7. Sell, in the manner, at the times, to the extent, and at the price that the City directs or authorizes, any property of the types referred to in Item 6 of this Section (Section 5-23.03). The Contractor is not required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed and at a price approved by the City. The proceeds of any such transfer or disposition shall be used to reduce any payments made to the Contractor under the Contract or be credited to the cost of the work covered by the Contract or paid as the City directs.

8. Complete performance of the Work not terminated by the Notice of Termination.

9. Take necessary action, or as the City directs, to protect and preserve the

property related to the Contract in which the City has an interest.

5-23.04 Payments to Contractor Upon Termination of Contract

In the event of a termination for convenience, the Contractor and the City may agree upon an amount paid to the Contractor for the total or partial termination of the Contract or of the Contractor's control over the Work. The amount may include those items specified in Chapter 9, "Changes and Claims", of these General Provisions. However, such agreed amount shall not exceed the Total Contract Price, reduced by the amount of payments already made and the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

If the Contractor and the City fail to agree on the amount to pay the Contractor because of the termination for convenience under this Section, the City shall determine the amount due the Contractor.

In the event of a termination for cause, the Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the City in finishing the work, plus all damages sustained or to be sustained by the City, including, without limitation, legal expenses, City forces, administration and management, direct and indirect, plus liquidated damages, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the Work, provided that sworn statements of said claims shall have been filed as required by Chapter 9, "Changes and Claims", of these General Provisions, the excess not otherwise required by the Contract Documents to be retained shall be paid to the Contractor. If the sum so expended to complete, plus the City's damages as described herein, plus liquidated damages, plus unpaid claims as described herein exceeds the unpaid balance of the Total Contract Price, the Contractor and the Contractor's surety are liable to the City for the amount of such excess.

5-23.05 Completion Not a Waiver of City Rights

No act by the City before the Work is finally accepted shall operate as a waiver or stop the City from acting upon any subsequent event, occurrence or failure by the Contractor to fulfill the terms and conditions of the Contract. The rights of the City pursuant to this Section 5-23 and all of its subsections are in addition to all other rights of the City pursuant to the Contract, and at law or in equity.

5-23.06 Survival of Obligations

No termination of this Contract or of the Contractor's control over the Work shall excuse or otherwise relieve the Contractor of its responsibilities under the Contract with respect to any Work performed prior to the date of termination, including, without limitation, its obligation to perform the Work in a good and workmanlike manner, free of defects, and in accordance with the Contract, its warranty obligations with respect to the Work, and its obligation to make all payments due. All of the Contractor's responsibilities under the Contract with respect to the Work performed prior to the date of termination shall survive any termination.

5-24 TERMINATION OF UNSATISFACTORY SUBCONTRACTS

When any portion of the Work subcontracted by the Contractor is not prosecuted in a satisfactory manner, the Contractor shall immediately terminate the subcontract upon written notice from the City. The Subcontractor shall not again be employed for any portion of the work on which the Subcontractor's performance was unsatisfactory. Substitution of a new subcontractor shall be accomplished in accordance with California Code.

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CHAPTER 6 LEGAL RELATIONS AND RESPONSIBILITIES

6-1 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall be familiar and comply with all Federal, State, and local laws, ordinances, codes and regulations which in any manner affect the Work, those engaged or employed in the Work or the material or equipment used in or upon the Work, or in any way affect the conduct of the Work. No pleas of misunderstanding of such laws, ordinances, codes, or regulations or of ignorance of the same on the part of the Contractor shall modify the provisions of the Contract. The Contractor and the Contractor's surety shall indemnify, defend and save harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duty authorized representatives against any claim for liability arising from, or based upon, the violation of any such law, ordinance, regulation, decree, or order, whether by the Contractor or by the Contractor's employees.

The attention of the Contractor is directed to certain laws that affect the Contract. The listing of these laws in this Chapter is not to be construed as a listing of all applicable laws. The Contractor is solely responsible for familiarity and compliance with all applicable laws.

Particular attention is called to the following:

6-1.01 Hours of Labor

Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any Subcontractor under the Contractor, in the execution of the Contract, shall not require more than eight (8) hours of labor in any Calendar Day, and forty (40) hours of labor in any calendar week, from any person employed by the Contractor in the performance of the Work under the Contract, except as permitted under the provisions of Labor Code Sections 1810 to 1815 of the Labor Code of the State of California. The Contractor shall forfeit, as penalty to the City, the amount specified in Labor Code section 1813 for each worker employed by the Contractor or any Subcontractor under the Contractor in the execution of the Contract for each Calendar Day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours, in violation of the provisions of Labor Code Sections 1810 to 1815.

Overtime shall be paid at the rate of not less than one and one half (1 1/2) times the basic rate of pay, or at such higher rate as may be required by the DIR, applicable statutes or collective bargaining agreements.

The City reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress. Overtime and shift work may be established by the Contractor with reasonable notice and the written permission of the City. Unless a different schedule for work is specified or approved by the Project Manager, no work other than overtime and shift work shall be done between the hours of 7:00 p.m. and 7:00 a.m., except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency. Failure of the Contractor to perform the work in accordance with this policy shall be deemed to be a failure on the Contractor's part to comply with the Contract and is cause for termination.

6-1.02 Prevailing Wage

Pursuant to Labor Code Section 1772, workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. Therefore, the Contractor and all Subcontractors on the Project shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel and subsistence, as determined by the Director of the DIR pursuant to Labor Code Section 1773. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at Rocklin3970 Rocklin Road, Rocklin, CA 95677 or on the internet at http://www/dir/ca/gov/OPRL/PWD.

The Contractor shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the DIR.

The responsibility to check prevailing wage rates is the Contractor's. Pursuant to Labor Code Section 1773.4 the Contractor may file with the Director of DIR or the Chief of the Division of Labor Standards Enforcement ("DLSE") a petition to review a determination of any rate or rates made by the Director of DIR. The Contractor may also petition the Director of DIR to make a determination for a particular craft, classification or type of work not covered by a general determination. Pending the review or determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the Bid or Total Contract Price shall be made if such assumption is incorrect.

The wage rates determined by the Director of the California DIR refer to expiration dates. Prevailing wage determinations with a single asterisk (*) after the expiration date that are in effect on the date of Notice to Contractors remain in effect for the duration of the Project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday wage rates, and employer payments to be paid for work performed after this date have been determined. If work extends past this date, the new rate shall be paid and should be incorporated in contracts entered into for the Project. The Contractor should contact the DIR as indicated in the prevailing wage determinations to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the duration of the Project.

The Contractor agrees that in the event of underpayment of wages to any employee on the Project, whether by the Contractor or any Subcontractor, the City may retain from payments due to the Contractor, an amount sufficient to pay such worker the difference between the wages required to be paid by the DIR and the wages actually paid such worker for the total number of hours worked. The City may disburse such retention to such employees.

For each worker paid less than the applicable prevailing wages for any work done under this Contract by the Contractor or any Subcontractor, the Contractor shall forfeit to City as a penalty the sum determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code Section 1775, over and above any retention or withholds otherwise authorized by the Contract. If a worker employed by a Subcontractor is paid less than the prevailing wages by the Subcontractor, the Contractor is not subject to this penalty assessment if the Contractor can demonstrate that it did not have knowledge of that failure of the Subcontractor to pay the prevailing wages and that it strictly complied with the

requirements of Labor Code Section 1775(b). In addition to applicable penalties, the Contractor or Subcontractor shall pay each worker the difference between the prevailing wage and the amount paid for every hour the worker was paid less than the prevailing wage.

6-1.03 Payroll Records

Contractor shall comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections 16401 through 16403 of Title 8, California Code of Regulations. The Contractor shall be responsible for compliance by all Subcontractors on the Project.

The Contractor and Subcontractors shall keep accurate payroll records, showing the name, address, Social Security number, work classification, dates of payroll period, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and by each Subcontractor in connection with the Work. Such records shall be certified under penalty of perjury that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by its employees, and shall be available for inspection at all reasonable hours at the principal offices of the Contractor and Subcontractors in a manner set forth in Labor Code Sections 1776 and 1812. The Contractor shall be held responsible for all Subcontractors' compliance with this requirement.

Failure to submit timely, complete certified payrolls when requested shall entitle the City to withhold payment from the Contractor. Additionally, in the event of noncompliance with this section, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply. In the event of continued noncompliance, the penalties specified in subdivision (h) of the Labor Code section 1776 may be deducted from progress payments to the Contractor.

The Contractor shall not carry on its payrolls any person not actually employed by the Contractor, nor shall it carry on its payrolls employees of a Subcontractor. The Contractor shall show on its payrolls all persons actually employed by the Contractor on the Project, in any capacity. The Contractor shall supervise all Subcontractors to ensure that all Subcontractors comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of the Contractor, or any Subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the California State Auditor for a period of three (3) years after final payment. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

6-1.03A Additional Requirements for Labor Compliance

The Contractor shall comply with the following additional requirements and shall cause all Subcontractors on the Project, whether under contract with the Contractor or under contract with any Subcontractor, to comply.

The records kept by the Contactor and all subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and

DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished electronically to the Labor Commissioner of the DIR monthly, unless more frequent submission is required herein, and shall be furnished within 10 days of any separate request by the DIR or DLSE. Payroll records shall be furnished in a format prescribed by section 16401 of Title 8 of the California Code of Regulations, with use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and "Statement of Employer Payments" (DLSE Form PW26) constituting presumptive compliance with this requirement, provided the forms are filled out accurately and completely. Payroll data can be entered manually or uploaded into the electronic certified payroll reporting (eCPR) system once it is available.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require the Contractor and any of its subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed ("On-Site Visits"). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the City may, on its own or if required by the Labor Commissioner, withhold funds due to the Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate. The Contractor shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide the Contractor and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1)

a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the City has been directed to withhold; and (3) informs the Contractor or Subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a Subcontractor, the Contractor shall be notified of the nature of the violation and reference shall be made to Contractor's rights to withhold or recover payments from the Subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth above.

6-1.04 Nondiscrimination

The Contractor shall comply with Section 1735 of the Labor Code, which provides as follows:

> "A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

6-1.05 Apprentices

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor.

The Contractor and all Subcontractors shall comply with the requirements of Section 1777.5 and Section 1777.6 in the employment of apprentices. Violation of these requirements shall subject the Contractor and/or Subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of DIR, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices and/or on the OPRL website at www.dir.ca.gov/OPRL/PWD. Apprentices employed on the Project must at all times work with or be under the direct supervision of a journeyman or journeymen.

6-1.06 Workers' Compensation

Pursuant to Labor Code Section 1860, in accordance with the provisions of Section 3700 of the Labor Code, the Contractor is required to secure the payment of compensation to its employees.

6-1.07 Fair Labor Standards

The Contractor shall comply with the Fair Labor Standards Act of 1938 as amended (29 U.S.C. 3201 et seq.) as applicable.

6-1.08 Contractors License

The Contractor shall comply with Chapter 9 of Division 3 of the Business & Professions Code.

6-1.09 Use of Pesticides

The Contractor shall comply with all rules and regulations that govern the use of pesticides required in the performance of the Work, including any certifications that may be required for purchase, use, storage or application.

Pesticides include, but are not limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellants.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

6-1.10 Reporting Requirements and Sanctions

Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with the Contract will be considered noncompliance. At a minimum, documents required include:

1. List Of Subcontractors

   A list is required from the Contractor of all Subcontractors, including all lower tier Subcontractors, who are or will be performing work on the Project, using the format of Attachment B to the Bid Documents. This list is due within ten (10) Calendar Days after the date of the preconstruction conference or within ten (10) Calendar Days after the date of award of the subcontract. The later of the two dates will apply.

2. Certified Payroll Reports

   Certified Payroll Reports are required from the Contractor and each Subcontractor, regardless of the subcontract amount or the type of procurement, for every payroll period in which work is performed. These reports are due with progress payment requests and no later than ten (10) Working Days of the ending date of the payroll period.

3. Fringe Benefit Statement

   A Fringe Benefit Statement is required from the Contractor and each Subcontractor if fringe benefits are paid to an approved plan, fund, or program. The statement is due with the first certified payroll report and any time the fringe benefit amounts change. The statement is not required if the fringe benefits are paid in cash to the employees.

4. Other Documentation

   When required by the Special Provisions, other reporting documentation may be required depending on the source of funding for the project.

If the Contractor fails to comply with the provisions of this Section, the Contractor will be advised of the specific deficiencies and requested to make immediate corrections. The Contractor will also be advised that monetary deductions will be made for failure to effect corrections or delinquencies.

If the Contractor fails to correct a deficiency in the reporting requirements within fifteen (15) Calendar Days after notification, a deduction may be made. In such cases, the deduction will be ten percent (10%) of the estimated value of the work done during the month, except that the deduction will not exceed ten thousand dollars ($10,000), nor be less than one thousand dollars ($1,000), and will be deducted from the next progress payment.

Deductions for non-compliance will be in addition to all other deductions provided for in the Contract and will apply irrespective of the number of instances of noncompliance. Deductions will be made separately and cumulatively for each estimate period in which a new deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period will be released on the next progress payment. Otherwise, the deduction will be retained.

6-1.11 Subcontracting

The Contractor must comply with Section 4101 to Section 4113, inclusive, of the Public Contract Code.

6-1.12 Occupational Safety and Health

The Contractor must comply with all applicable provisions of the California Occupational Safety and Health Act (Labor Code Sections 6300 et seq.). The foregoing includes, but is not limited to, all applicable Title 8 Safety Orders issued by the State of California Occupational Safety and Health Administration (Cal/OSHA). Failure of the City to suspend the work or notify the Contractor of the inadequacy of the safety precautions or non-compliance with existing laws and regulations shall not relieve the Contractor of this responsibility.

6-2 INDEMNIFICATION

6-2.01 Contractor's Performance

To the fullest extent permitted by law, the Contractor shall indemnify, defend with counsel acceptable to the City, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions of this Contract, caused in whole or in part by any negligent or willful act or omission of the Contractor, its officers, employees, or agents, or anyone directly or indirectly acting on behalf of the Contractor, regardless of whether caused in part by a party indemnified hereunder. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the indemnified party in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of that indemnified party.

To the fullest extent permitted by law, the Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the Contractor, the Contractor's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, State or local law, including applicable administrative regulations.

The defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the site or as a result of the Work, whether such persons are on or about the site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

In claims against any person or entity herein indemnified that are made by an employee of the Contractor or an employee of any of the Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by the Contractor or by any of the Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts the Contractor or any of the Contractor's agents, independent contractors, Subcontractors or suppliers may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The defense and indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract.

The defense and indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

6-2.02 Indemnification of Adjacent Property Owners

In the event the Contractor enters into any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, State or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by the City prior to commencement of any work on or about such property. The Contractor also shall indemnify the City and other indemnities identified in Section 6-2.01 as provided in the Contract. These provisions shall be in addition to any other requirements of the owners of adjacent property.

6-3 CONTRACTOR'S LEGAL ADDRESS

Both the address given in the Bid and the Contractor's office in the vicinity of the Work are designated as places that samples, notices, letters, or other articles or communications to the Contractor may be mailed or delivered. The delivery to either of these places shall be deemed sufficient service to the Contractor and the date of such service shall be the date of delivery.

The address named in the Bid may be changed at any time by written notice from the Contractor to the City. Nothing herein shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to the Contractor.

6-4 CONTRACTOR NOT AN AGENT OF CITY

The Contractor shall be an independent contractor and not an employee, agent, or other representative of the City. Nothing in the Contract shall be construed to create any relationship of joint venture, partnership or any other association of any nature whatsoever between the City and the Contractor other than that of owner and independent contractor.

The City shall have the right to direct the Contractor as provided in the Contract. The aforementioned right of supervision shall not reduce or abrogate the Contractor's liability of all damage or injury to persons, public property, or private property that may arise directly or indirectly from the Contractor's execution of the Work.

6-5 SUBSTITUTION OF SUBCONTRACTORS

The Contractor shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contract Code, commencing with Section 4100, forbidding bid shopping and bid peddling, requiring accurate listing of all

Subcontractors, and requiring Subcontractors to be licensed. The Contractor shall not, without the written consent of the City: (a) substitute any party as Subcontractor in place of the Subcontractor designated in the original bid; (b) permit any such subcontract to be assigned or transferred; or (c) allow the subcontracted work to be performed by anyone other than the original Subcontractor listed on the bid. Consent for substitution or subletting shall only be given pursuant to Section 4107 of the Public Contract Code. Should the Contractor violate any of the provisions of this Section, the violation shall be deemed a breach of this Contract and the City shall have all remedies provided by California law, including but not limited to those provided in Public Contract Code Section 4110, allowing termination of the Contract or a penalty assessment of ten percent (10%) of the subcontract amount.

6-6 ASSIGNMENT OF CONTRACT

The Contract or the performance of the Contract may be assigned by the Contractor, but only upon written consent of the City and the Contractor's surety, unless the surety has waived its right of notice of assignment. No such assignment or subcontracting shall be permitted that would relieve the Contractor or the Contractor's surety of their responsibilities under the Contract.

6-7 ASSIGNMENT OF MONIES

The Contractor may assign monies due the Contractor under the Contract, and such assignment will be recognized by the City, if given proper notice, to the extent permitted by law. Any assignment of monies shall be subject to all deductions provided for in the Contract. All money withheld may be used by the City for the completion of the Work if the Contractor defaults.

6-8 PROTECTION OF CITY AGAINST PATENT CLAIMS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, and processes on or incorporated in the Work and shall indemnify and hold harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duly authorized representatives from all actions for, or on account of, the use of any patented materials, equipment, devices, or processes in the construction of, or subsequent operation of, the Work. Before final payment, if requested by the City, the Contractor shall furnish acceptable proof of a proper release from all costs or claims arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work.

6-9 RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work under the Contract, unless otherwise provided in the Contract.

The Work shall be under the Contractor's responsible care and charge until completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work, equipment or the materials occasioned by any cause, and shall bear the entire expense.

In no case shall the Contractor's use of Subcontractors in any way alter the position of the Contractor or the Contractor's sureties with relation to the Contract. When a Subcontractor is used, the responsibility for every portion of the Work shall remain with the Contractor. No Subcontractor will be recognized as having a direct contractual relationship with the City. All persons engaged in the Work under the Contract will be considered as employees of the Contractor and their work shall be subject to all the provisions of the Contract. The City will deal only with the Contractor who is responsible for the proper execution of the Work. The Contractor shall pay when due all valid claims of Subcontractors, suppliers, and workmen with respect to the Work.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by the City in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

If the Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery until authorized by the City, will be done at the Contractor's risk.

6-10 PERMITS AND LICENSES

Except as set forth in the Special Provisions, the Contractor shall, at the Contractor's sole expense, obtain all necessary permits and licenses for the construction of the Work, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health and safety. The Contractor shall also procure all permits and licenses necessary for the normal conduct of the Contractor's business and construction operations.

Unless otherwise noted in the Special Provisions, building, plumbing, heating, electrical, and similar permits that the Contractor is required to obtain from the City Building Department for City-owned projects will be obtained by the Contractor at City expense.

The California Environmental Quality Act of 1970 (CEQA) may be applicable to permits, licenses, and other authorizations that the Contractor shall obtain from local agencies in connection with performing the Work. The Contractor shall comply with the provisions of CEQA in obtaining such permits, licenses, and other authorizations, which will be obtained in time to prevent delays to the Work. The Contractor shall also comply with all mitigation measures identified in the Special and/or Technical Provisions.
Contractor shall also furnish the Engineer a copy of a valid, current City of Rocklin Business License obtained at Contractor expense prior to the commencement of the work.

6-11 GENERAL SAFETY REQUIREMENTS

6-11.01 Compliance With Safety & Health Regulations

Safety is a prime consideration in all City contracts. The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California or Federal Government. In no case shall the City or any of its agents, officials, officers, employees, independent contractors or representatives have either direct or indirect responsibility for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions and programs in connection with the Work, or for maintaining any safety or health conditions on the site, or for ensuring against or correcting any hazardous conditions on the site. The City or any of its agents, employees or independent contractors may call to the attention of the Contractor any safety, health or hazardous conditions at the site but, by doing so, does not assume any liability or responsibility for remediation or correction of the condition, which liability and responsibility lie solely with the Contractor.

The Contractor shall, upon request, submit to the City a copy of its Injury Illness Prevention Program (IIPP) (including Site Safety Plan and Code of Safe Work Practices) and all updates and revisions to the IIPP for review. The Contractor is required to fulfill the requirements of these programs during the prosecution of the work.

6-11.02 24-Hour Contact Information

The Contractor shall have on record with the City the following twenty-four (24) hour emergency contact numbers:

- Traffic control device supplier: Supplier of barricades, steel plates, delineators, channelizers, construction signs, and other traffic control equipment to be used during construction.

- Contractor representative: An employee of the Contractor having the authority to make decisions and the ability to respond to an emergency on the project at any time.

- Safety representative: The Contractor’s Safety Representative shall have the authority to make decisions regarding safety and health concerns on the project and to direct the Contractor’s personnel to abate any hazard identified by the City.

6-11.03 Work During Hours of Darkness

Working areas utilized by the Contractor during the hours of darkness shall be illuminated to conform to the minimum illumination intensities established by Cal-OSHA, Construction Safety Orders and the Traffic Control Plans (TCP).

6-12 PUBLIC CONVENIENCE AND SAFETY

6-12.01 Public Convenience

All work within public streets and/or roadway rights-of-way shall be done in an expeditious manner and cause as little inconvenience to the traveling public as possible. Vehicles, bicycles, and pedestrians must be allowed to pass at all times except during an emergency closure. See Section 7-8, “Peak Hours, Hours of Darkness, Holidays and Weekends”, of these General Provisions for time limitations.

6-12.02 Pedestrian and Bicyclist Access

The Contractor shall not block the movement of pedestrian or bicycle traffic. The Contractor shall provide for pedestrian and bicycle traffic by phasing construction operations or by providing alternative pedestrian and bicyclist access through or adjacent to construction areas. Proper advance notice signage with reasonable detours shall be installed and maintained through all phases of construction. Access to pedestrian and bicycle devices at traffic signals shall be maintained at all times. At no time shall pedestrians be diverted into a portion of the street used for vehicular traffic or on to private property unless adequate lane closure signage is in place. Pedestrian and bicycle access shall consist of four-foot (4’) wide bridges across trenches and four-foot (4’) wide passageways through construction areas. Hand railings for pedestrians shall be provided when required by Cal/OSHA Regulations or the Americans with Disabilities Act (ADA) on each side of each bridge or passageway to protect pedestrians from hazards caused by construction operations or adjacent vehicular traffic. Railings or barricades, which border passageways located in roadway areas, shall be reflectorized on the side facing oncoming traffic. The provisions of this section 6-12.02 shall apply absent written approval from the City to the contrary.

6-12.03 Written Notification To Residences and Businesses

The Contractor shall notify, in writing, residents and business establishments along the route of the Work at least ten (10) Working Days prior to road closures and at least two (2) Working Days prior to disruption of ingress and egress. The notice provided to the residences or businesses shall include, at a minimum, schedule of closures with estimated closure times, closure location, alternate route or detour, and name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

The Contractor shall notify, in writing, residents and business establishments along the route of the Work at least two (2) Working Days prior to placing parking restrictions within the City right-of-way. The notice provided to the residences or businesses shall include, at a minimum, schedule of parking restrictions with estimated times, location, and a name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

6-12.04 Access To Driveways, Houses and Buildings

Access and passable grades shall be maintained to the extent feasible for business establishments and residents during construction. Safe and passable pedestrian, bicyclist, and vehicular access shall be provided and maintained. Access shall be continuous and unobstructed unless otherwise approved and shall be ADA compliant. When abutting property owner’s access across the right-of-way line is to be eliminated, repaired, or replaced under the

Contract, the existing access shall not be closed until the replacement access facilities are completed and functional or suitable temporary access facilities are installed.

6-12.05 Property Damage

Any property damage caused by the Contractor shall be repaired at the Contractor's expense to the satisfaction of the City.

Pursuant to Public Contract Code Section 9201, the City shall provide the Contractor with timely notification of any third-party claims received by the City relating to this Contract. Such notification shall not create any rights or obligations on the part of the City to respond or otherwise act on behalf of the Contractor with respect to such third-party claims.

6-12.06 Erection of Signs To Expedite Passage of Vehicles

The Contractor shall erect such warning and directional signs as necessary or as directed by the City for expediting the passage of public traffic through or around the Work and the approaches. All warning and directional signs shall comply with the current version of the California-MUTCD.

6-12.07 Traffic Obstructions, Delays and Inconveniences

All public traffic shall be permitted to pass through the Work and the Contractor shall conduct operations that offer the least possible obstruction, delay, and inconvenience to the public.

6-12.08 Work On Private Property

The Contractor must obtain written permission from the owner of any privately owned property prior to beginning any work, storing materials or otherwise conducting any operations on said property. The written approval from the property owner must be on file with the City before any operations will be permitted on said property.

6-12.09 Hazardous Conditions Created

Whenever the Contractor's operations create a condition hazardous to pedestrians, bicyclists, or the traveling public, the Contractor shall, at the Contractor's own expense, furnish, erect and maintain any fences, covers, temporary railing (Type K), barricades, lights, signs and other devices necessary or as directed by the City to prevent accidents or damage or injury to the public or property.

If needed for public use, roadway excavation shall be conducted to maintain a smooth and even surface satisfactory for use by public traffic at all times. The surface of the roadbed shall be kept in a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic as determined by the City.

Temporary facilities that the Contractor uses to perform the Work or store or stage material or equipment shall not be installed or placed where they will interfere with the free and safe passage of public vehicular, bicycle, or pedestrian traffic.

6-13 PUBLIC SAFETY AND TRAFFIC CONTROL

6-13.01 General

All traffic controls shall be installed in accordance with the latest edition of the Caltrans "California-MUTCD."

6-13.02 Responsibility For Safety

It is the Contractor's responsibility to provide for public safety and traffic control. The City may review the Contractor's operations and inform the Contractor if an unsafe or hazardous condition is observed. The Contractor may be directed verbally or via Field Directive, letter, email, or other means to abate the hazard. The Contractor must comply with all directives for hazard abatement immediately and within the timeframe imposed by the City.

6-13.03 Passage of Emergency Vehicles

The Contractor shall provide for the uninterrupted passage of emergency vehicles through the Work zone at all times regardless of the controlled traffic conditions in place at the time.

6-13.04 Furnishing, Installing, and Maintaining Traffic Controls

Appropriate traffic control shall be furnished by the Contractor to provide an adequate warning to the public of dangerous conditions to be encountered during construction at all hours of the day or night. Warning and directional signs shall be erected and maintained as required by the City and by law. All traffic controls shall be installed as required by the Specifications.

6-13.05 Inadequate Traffic Controls and After-Hour Maintenance and Repairs

Should the Contractor appear negligent in furnishing and maintaining sufficient traffic control devices or protective measures or fail to provide flaggers as necessary to control traffic, the City may direct the Contractor, at the Contractor's expense, to abate the hazard.

Should the City identify the inadequacy of warning devices and protective measures, that action shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Should the Contractor fail to properly furnish or maintain traffic controls, or correct a hazard caused by inadequate or inappropriate traffic control, the City will abate the hazard. All City costs to abate the hazard shall be reimbursed by the Contractor or deducted from the progress payment. If the Contractor is not available to perform after-hour maintenance and repair to traffic control devices, the City will correct the situation and deduct all costs from the progress payment.

6-13.06 Competent Flaggers

The Contractor shall provide competent and professional flaggers to control traffic when necessary or requested by the City. All flaggers shall be trained as required by Cal-OSHA

regulations and shall be prepared to provide verification of such training to the City when requested.

6-13.07 Construction Signs

The Contractor is responsible for supplying, installing, and maintaining all construction signs and posts. The Contractor will receive direction from the City as to the specific locations and placement of each sign. Regulatory signs or guide signs shall be supplied, erected, and maintained by the Contractor, subject to City approval, and shall be protected from damage from construction activities by the Contractor throughout the duration of the Project.

6-13.08 Temporary Bridging of Excavations and Trenches

Whenever necessary or requested by the City, excavations shall be bridged with steel plates to allow an unobstructed flow of traffic.

1. Asphalt concrete “cutback” shall be placed around the edges of the plate to provide a ramp and smooth transition from the pavement to the plate to minimize wheel impact. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V).

2. Bridging shall be secured against displacement by using railroad spikes or other approved fastening devices.

3. Bridging shall be placed and secured to work to minimize noise levels.

4. Steel plates used for bridging shall extend at least one (1) trench width on each side beyond the edges of the trench. Any deviations from these requirements must be designed by a registered engineer and reviewed by the City.

5. Depending upon the depth of the excavation, soil type, vibration, and other variables, the trench may require shoring to support bridging. The excavation shall be designed by a State Registered Civil Engineer or other appropriate professional if there is any question about the capability of the excavation and bridging to support the forces of traffic.

WIDTH OF EXCAVATION	MINIMUM THICKNESS OF STEEL PLATES
2.0 ft. or less (0.6 m or less)	7/8 inch (22 mm)
3.0 ft. (0.9 m)	1 inch (25 mm)
4.0 ft. (1.2 m)	1-1/4 inch (32 mm)

In sidewalk areas, one and one-eighth inch (1-1/8”) plywood may be substituted for steel plating. Such plywood shall be secured to prevent removal by unauthorized persons. Asphalt concrete “cutback” or other non-displaceable material must be used to provide a ramp for pedestrian and handicap access. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V). Vehicular travel over backfilled but unpaved excavations will not be allowed, unless the Contractor provides a

temporary surface suitable for driving consisting of at least two inches (2”) of plant mix asphalt over six inches (6”) of aggregate base, concrete slurry (completely cured), or traffic plates placed over the excavated area of sufficient width and thickness as indicated in this Section.

6-13.09 Entering and Leaving the Construction Zone

Construction equipment shall enter and leave the roadway by moving in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a safe manner that will not endanger the workmen or the public. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment operators shall yield to public traffic.

6-13.10 Existing Traffic Signals and Lighting Systems, Signs and Pavement Markings

Existing traffic signals and highway lighting systems shall be kept in operation during progress of the Work. When traffic signal shutdown is permitted by the City, the Contractor shall notify the City at least five (5) Working Days prior to shut down. Traffic signal detectors accidentally cut or damaged during construction shall be repaired or replaced by the Contractor at the Contractor’s expense and be operational within seventy-two (72) hours. When traffic signals are approved for shutdown, the Contractor shall control traffic by use of flaggers as directed by the City. “STOP” signs will not be permitted at these locations, unless allowed by the City.

Existing signs and pavement markings shall be maintained by the Contractor and shall not be removed or altered without City approval.

6-13.11 Bus Stops

If construction operations will obstruct a bus stop, the Contractor shall notify the Transit provider five (5) Working Days in advance of beginning that portion of the Work and make provisions agreeable to the transit provider to provide an alternate location where people can safely board the bus.

6-13.12 Dust

Water or dust palliative shall be applied if ordered by the City for the alleviation or prevention of dust nuisance caused by the Contractor's operations as provided Chapter 10 of these General Provisions.

6-13.13 Removal of Spillage From Roadway

The Contractor shall immediately remove any spillage resulting from hauling operations along or across any public traveled way.

6-14 CONFINED SPACES

6-14.01 Contractor Responsibilities and Qualifications

When working in a confined space, the Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, the Contractor shall submit for City review:

1. The Contractor's procedures for confined space operations.

2. Copies of all documents and certificates that qualify the Contractor to safely perform work in permit-required confined spaces. The Contractor shall also submit all applicable Material Safety Data Sheets (MSDS) and hazard information on chemicals, products, materials, or procedures.

3. Sufficient documentation and evidence that a permit-required confined space entry can be made in accordance with Article 108. Documentation shall include, but not be limited to the following:

    - Equipment availability, suitability, and integrity.
    - Personnel training.
    - Experience.
    - Supervision.
    - Safety.
    - Accident experience.
    - Permit-required confined space policy.
    - Hot work procedures (if applicable).
    - Lock-out/tag-out procedures (if applicable).

The Contractor's submittal shall be made thirty (30) Calendar Days prior to any confined space entry in accordance with Section 5-8, "Contractor's Submittals," of these General Provisions.

The Contractor will not be allowed to make a permit-required confined space entry until the City has reviewed the Contractor's qualifications and proposed methods.

The Contractor shall conform to the procedures established by the Contractor's submittal during all confined space operations. The Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. The Contractor shall also provide all monitoring, safety, and communications equipment required for confined space operations.

6-14.02 Existing Sewers and Storm Drains

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drainpipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

6-14.03 Joint City – Contractor Entries

Unless otherwise directed in writing by the City, when City employees work alongside the Contractor in a permit-required confined space, the permit procedures for both the City and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.

6-15 TRAFFIC CONTROL PLANS (TCP)

6-15.01 Traffic Pattern Changes

The Contractor shall notify the City in advance of the Contractor's desire to change any existing traffic patterns. Traffic lanes for public use shall be at least ten feet (10') in width. Whenever feasible an additional four feet (4') shall be provided for a bicycle lane. If it is not feasible to provide a separate bicycle lane, the Contractor shall post signage before the construction area stating, "SHARE the Road with Bicyclists." Additionally, when the lane is shared, the Contractor shall post signage for a maximum speed limit of 25 MPH in the shared lane. For traffic pattern changes that do not require a road closure, the Contractor shall provide the City with a minimum of five (5) Working Days advance notification, unless otherwise approved or deemed an emergency lane closure by the City. For all road closures, the Contractor shall provide the City with a minimum of twenty (20) Working Days' notice prior to the desired closure date, unless otherwise approved or deemed an emergency road closure by the City.

6-15.02 Traffic Control Plans (TCP)

The Contractor shall submit a Traffic Control Plan (TCP) to the City for review. The TCP shall show traffic control measures to be used for vehicles, bicyclists, and pedestrians affected by the construction. Five (5) sets of the TCP shall be submitted on eleven-inch by seventeen-inch (11"x17") (minimum) paper. The Contractor will not be allowed to begin work associated with the road or lane closure until the TCP is reviewed by the City.

TCPs will be reviewed and returned within twenty (20) Working Days.

The City reserves the right to extend the review period or request and review a TCP if special conditions warrant.

Detours used exclusively by the Contractor for hauling materials and equipment shall be constructed and maintained by the Contractor at the Contractor's expense. If the Contractor's operations are damaging the roadway, the City has the authority to regulate the Contractor's operations and direct the Contractor to repair the roadway at the Contractor's expense.

6-16 BARRICADING OPEN TRENCHES

Any excavation permitted by the City to be left open shall be barricaded with Type I, Type II, or Type III barricades with reflective tape and flashers as approved or directed by the City. Signs stating “OPEN TRENCH” shall be posted when requested by the City. All open excavated areas shall be barricaded with at least two (2) Type III barricades at the end of the excavation that faces oncoming traffic. Any excavation within four feet (4’) of the traveled way, not protected by K-rail or a similar traffic control barrier approved by the City, shall be backfilled at the end of the work shift or plated in accordance with Section 6-13.08, “Temporary Bridging of Excavations and Trenches,” in this Section of these General Provisions.

6-17 EXISTING UTILITIES

6-17.01 General

The Contractor shall coordinate and fully cooperate with the City and utility owners for the location, relocation, and protection of utilities. The Contractor’s attention is directed to the existence of utilities, underground and overhead, necessary for all buildings in the Work area. The Contractor shall arrange with utility owners for the location of service lines serving these buildings in advance of the actual construction and for the relocation of such facilities, if necessary, by the utility owner or the Contractor.

6-17.02 Maintenance and Protection

Unless otherwise shown or specified in the Contract, the Contractor shall maintain in service all drainage, water, gas, sewer lines, power, lighting, telephone conduits, and any other surface or subsurface utility structure that may be affected by the Work. However, the Contractor, for convenience, may arrange with individual owners to temporarily disconnect service lines or other facilities along the line of the Work. The cost of disconnecting and restoring such utilities shall be borne by the Contractor.

Unless otherwise specified in the Special Provisions, the Contractor shall protect all existing utilities on all projects being constructed, whether inside or outside of highway rights-of-way. The utility owner in these cases may elect to provide the necessary protective measures and bill the Contractor for the cost. “Existing utilities” includes traffic control devices, conduits, streetlights, and related appurtenances. Existing utility facilities that are to be relocated, including traffic signals and light poles, shall be relocated prior to paving. No paving shall be performed around existing utility facilities that are to be relocated.

6-17.03 Exact Locations Unknown

The locations of existing utility facilities shown on the Plans are approximate and represent the best information obtainable from utility maps and other information furnished by the various utility owners involved. The City warrants neither the accuracy nor the extent of actual installations as shown on the Plans. There may be additional utilities on the property unknown to either party to the Contract. If, during the course of the Work, additional subsurface utilities are discovered, the City may make adjustments to the Work. Compensation for such adjustments will be in accordance with Chapter 9, “Changes and Claims”, of these General Provisions.

In accordance with Government Code Section 4215, the City will compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing, relocating or protecting existing main or trunk line utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the Work necessarily idled during such work. In no event shall the City be liable for any further or additional costs resulting directly or indirectly from any such occurrence.

Compensation will be in accordance with Chapter 9, “Changes and Claims”, of these General Provisions. Nothing herein shall be deemed to require the City to indicate the presence of existing utility services, laterals, or appurtenances whenever their presence can be inferred from other visible facilities such as buildings, meters, junction boxes, valves, service facilities, identification markings, and other indicators on or adjacent to the Work.

If the Contractor discovers utilities not identified in the Plans or Specifications, the Contractor shall immediately notify the City and the utility owner by the most expeditious means available and later confirm in writing. If the completion of the Work is delayed by failure of the City or the utility owner to remove, repair, or relocate the utility, such delay may be an excusable delay as defined and provided for in Section 7-12.02, “Excusable Delays”, of these General Provisions. Nothing herein shall preclude the City from pursuing any appropriate remedy against the utility for delays that are the responsibility of the utility. The Contractor shall not be assessed liquidated damages for delay in completion of the Work for that portion of such delay as is caused by failure of the City or the owner of a utility to provide for the removal or relocation of existing utilities.

6-17.04 Underground Service Alert (USA)

The City is a member of the Underground Service Alert North (U.S.A.) one-call program. Except in an emergency, the Contractor and any Subcontractor planning to conduct any excavation shall notify the U.S.A. at least two (2) Working Days, but no earlier than fourteen (14) Calendar Days, in advance of performing excavation work. U.S.A. can be reached by calling 811 or going to www.usanorth811.org. U.S.A. does not accept emergency calls. For emergency repairs, the Contractor or any Subcontractor planning to conduct an excavation, must contact the designated City representative. The provisions of Government Code Sections 4216 through 4215.9, inclusive, shall be followed.

Each phase of the Project shall be called into U.S.A. and continuing excavation reported every fourteen (14) Calendar Days. The Contractor shall not call into U.S.A. the entire Project boundaries or, on road construction projects, the entire length of the project. The excavator shall only request the marking of facilities within the area to be excavated within fourteen (14) Calendar Days of the call. U.S.A. will provide an inquiry identification (“Ticket”) number to the person contacting the center. The U.S.A. ticket number shall be available to the Inspector at the job site along with the date U.S.A. was called. If the U.S.A. notifications are not kept up-to-date, the excavation will be stopped, and a new two (2) Working Day notice will be required before continuing the excavation. If, at any time during an excavation for which there is a valid ticket number, the field markings are no longer reasonably visible, the Contractor shall contact U.S.A.to have the area re-marked. The Contractor shall allow two (2) Working Days for re-marking of facilities.

Prior to calling U.S.A., the Contractor shall clearly mark the excavation site with white, water-soluble, or spray chalk paint in paved areas or place flags, stakes, whiskers, or some other approved method in unpaved areas. The Contractor shall determine the exact location (twenty-four inches (24”) from outside edge on either side of the facility) of utilities in conflict with the proposed excavation by exposing the subsurface installation with hand tools before using any power-operated or power-driven equipment. The Contractor is responsible for protecting operators’ markings or markers until they are removed.

Prior to Final Acceptance, all U.S.A. markings shall be removed by the Contractor to the satisfaction of the City. During the progress of the Work, markings shall be removed by the Contractor to the satisfaction of the City. During the progress of the Work, markings or markers shall be removed within two (2) months of the date the markings or markers are no longer needed or upon completion of the work, whichever comes sooner. The City will accept natural weathering of the markings if the markings disappear within the two-month period or prior to Final Acceptance. If the markings are in brick pavers or concrete areas and if, by natural weathering or other approved removal methods, the markings still remain, the Contractor must replace the concrete or the brick pavers in-kind, unless the utility operator has failed to use chalk-based paint or other non-permanent marking materials. Contractors and utility operators are encouraged to avoid marking in these areas by using offset markings. Removal methods shall be non-destructive and residual shadowing shall not remain.

Removal of markings shall comply with requirements of any applicable Federal, State, and local laws, rules, or regulations.

U.S.A. markings not removed by the required time lines may be removed and the sidewalk or street repaired/replaced by the City at its discretion. The City will charge the Contractor a service fee equal to the actual costs of removal for removing the markings and making any repairs and/or replacements. This fee will include the cost to comply with any applicable Federal, State, and local laws, rules, or regulations.

6-17.05 Damage to Existing Utilities

The Contractor shall notify the affected utility of any contact, scrape, dent, nick, or damage to their facility. Any operator or excavator who negligently violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed ten thousand dollars ($10,000). Any operator or excavator who knowingly and willfully violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed fifty thousand dollars ($50,000).

6-17.06 Markings

The following table designates color codes and symbols that shall be used by the Contractor and the utility owners to identify utilities:

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
Color	**Symbol Name**	**Name**
Safety Precaution	W	Water

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
Blue		
Safety Alert Orange	FA Tel R TV WU	Fire Alarm Telephone/Communication Railroad Television/CATV Western Union
Safety Green	S D	Sewer Storm Drain
Safety Red	L E T	Street Lighting Electric Traffic Signals
High Visibility Safety Yellow	G Company Name	Gas Oil or Chemical Steam
Purple	RW	Reclaimed Water
Pink/Fuchsia	TSM	Temporary Survey
White	USA	Proposed Excavation – Paint outline of proposed excavation area with white dotted line

6-18 APPROVAL OF CONTRACTOR'S PLANS NO RELEASE FROM LIABILITY

The review or approval by the City of any submittal, working drawing or any method of work proposed by the Contractor shall not relieve the Contractor of any of the Contractor's responsibility for any errors and shall not be regarded as any assumption of risk or liability by the City or any officer, official, agent, employee, member, volunteer, affiliate, or their duly authorized representatives. The Contractor shall have no claim under the Contract because of the failure or partial failure or inefficiency of any reviewed or approved plan or method. City review or approval means that the City has no objection to the Contractor using the proposed plan or method at the Contractor's responsibility and risk.

6-19 CONTRACTOR SHALL NOT MORTGAGE EQUIPMENT

The Contractor shall not mortgage or otherwise convey the title of the plant, machinery, tools, appliances, supplies, or materials that may at any time be in use, or further required or useful, in the prosecution of the Work, without prior written consent of the City.

6-20 PROPERTY RIGHTS IN MATERIALS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been installed, attached or affixed to the Work, and on which partial payments have been made by the City. All such materials shall be the property of the Contractor and the City jointly as their interests may appear, and shall not be removed from the Work by the Contractor without the City's consent.

6-21 EXCAVATION AND TRENCH SAFETY

6-21.01 Permit

The Contractor must obtain a permit from the Division of Industrial Relations per Labor Code Section 6500, as specified in California Code of Regulations, Title 8, Article 6, Section 1539 “Permits” of the Construction Safety Orders, for all excavations five feet (5’) or deeper to which an employee is required to descend. The permit shall be kept at the construction site at all times.

6-21.02 Shoring, Bracing. Shielding, and Sheeting

In accordance with Labor Code Section 6705, at least five (5) Working Days in advance of excavation of any trench or trenches five feet (5’) or more in depth, with a total value of twenty-five thousand dollars ($25,000) or more, the Contractor shall submit to the City a detailed plan showing the design of shoring, bracing, sloping, or other provisions for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a California Licensed Professional Civil or Structural Engineer. A signed copy of the detailed plan shall be on the site at the time of the excavation. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the City or any of its employees. These systems must support the sides of the excavation and prevent soil movement that could cause injury to any person or structure. Any damage resulting from a lack of adequate shoring, bracing, shielding or sheeting shall be repaired at the Contractor's expense.

The Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that exists.

A Competent Person, as defined in California Code of Regulations, Title 8, Construction Safety Orders, Section 1504, “Definitions,” shall be on site at all times when the Contractor's employees are working within the trench. A "Competent Person" is one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

The price bid for work that will require an excavation of five feet (5’) or deeper (or less if conditions warrant) shall include the cost of adequate sheeting, shoring, and bracing, or equivalent method conforming to applicable safety orders, unless a separate Bid Item for such work is included in the bid form.

6-22 PRESERVATION OF PROPERTY

Trees and shrubbery that are to remain, pole lines, fences, signs, traffic control devices, striping, survey markers and monuments, buildings and structures, conduits, under- or above-ground pipelines, and any other improvements and facilities shall be protected from injury or damage. If ordered by the City, the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, said objects shall be replaced or restored at the Contractor’s

expense to a condition as good as when the Contractor entered upon the Work. The Contractor shall receive City approval before the removal of any road sign or permanent traffic control device that interferes with the Work.

6-23 OVERLOADING

The Contractor shall determine safe loading capacities and shall not overload any structure, equipment, pavement, or material beyond its safe capacity, or significantly deteriorate the preconstruction condition, during construction. In addition to assuming full responsibility for bodily injury resulting from any such overloading, the Contractor shall repair to the City's satisfaction or reimburse the City for the costs of repairing the damage. For pavement assessment prior to construction, contact the City Public Works Department.

CHAPTER 7 - PROSECUTION OF THE WORK

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CHAPTER 7 PROSECUTION OF THE WORK

7-1 BEGINNING OF WORK

No work may take place prior to receipt of the executed Contract and review of the prescribed bonds and insurance. Upon receipt of the executed Contract and approval of the bonds and insurance by the City, a Notice to Proceed will be issued which will constitute authorization to begin work. The counting of Contract Time shall begin upon issuance of the Notice to Proceed or other date as specified in that notice.

7-2 AMOUNT OF WORK UNDER CONSTRUCTION

The Contractor shall not have more work under construction than can be undertaken properly with regard to the rights of the public and the safety and integrity of the Project.

7-3 PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS

Prior to beginning work, but within ten (10) working days of issuance of the Notice to Proceed, a preconstruction conference shall be held for the purpose of reviewing the Work. The Contractor must attend this preconstruction conference, and shall invite Subcontractors and others necessary to ensure all topics are adequately covered. Topics discussed include, but are not limited to, mobilization, access, temporary facilities, utilities, subcontractors, schedules, procedures, correspondence, progress payments, payroll records, Storm Water Pollution Prevention Plans (SWPPP), coordination, safety, after-hour contacts for Contractor and City personnel, quality control/quality assurance, personnel assignments, and other topics as appropriate.

Progress meetings, as stipulated in the Special Provisions or as required by the City, will be conducted throughout the duration of the Contract. The purpose of these meetings is to inform, discuss, and resolve issues related to the Work; the Contractor or the Contractor's agent shall attend. Topics discussed include, but are not limited to, progress, schedules, safety, SWPPP, RFI's, Change Orders, Field Directives, field coordination, submittals, quality control/quality assurance, testing, startup, safety, and other topics related to the Work.

The City may prepare minutes of all meetings. If minutes are prepared, the City will endeavor to send them to Contractor within two (2) Working Days. Contractor will endeavor to respond within two (2) Working Days with any corrections to the minutes, and any portion of the minutes not corrected by Contractor will be deemed as accurate. The City or Contractor may audiotape or videotape these meetings to create a record of the meeting, and a copy of any tape recordings shall be provided as part of the minutes.

7-4 WORK TO BE UNDERTAKEN WITH ADEQUATE SUPERVISION, LABOR FORCE, EQUIPMENT AND METHODS

The Contractor shall undertake the Work under the Contract with all materials, tools, machinery, apparatus, and labor necessary to complete the Work as described, shown, or reasonably implied under the Contract, or as directed by the City, on or before the scheduled Contract Completion Date.

If Contractor is not diligently proceeding with the prosecution of the Work as set forth in the construction schedule (see Section 7-5, “Schedules”, of these General Provisions), Contractor shall, immediately and at no additional cost to City, take all measures necessary to ensure completion within the Contract Time, including but not limited to increasing the number of employees, working overtime, working additional shifts or crews, and working Saturdays, Sundays, or holidays, subject to other requirements in these provisions.

7-4.01 Superintendence

The Contractor shall keep on the Work, throughout its progress, a competent superintendent who shall have complete authority to represent and act for the Contractor. Such superintendent shall be capable of reading and understanding the Contract, and shall receive and follow any instruction given by the City.

Whenever the Contractor or the Contractor’s superintendent is not present on a particular part of the Work where it may be desired to give direction, orders will be given by the City and shall be received and obeyed by the foreman or other representative who may have charge of the particular work in reference to which the orders are given, or the City may stop the work until the Contractor or the Contractor's superintendent arrives.

7-4.02 Labor

Workers, laborers, or mechanics skilled in each class of work shall accomplish every part of the Work. The Contractor is responsible for the efficiency, safety and adequacy of its labor force and those of all Subcontractors.

7-4.03 Equipment and Methods

Only equipment and methods suitable to produce the quality required by the Contract will be permitted to operate on the Work. Except as specified in Section 5-7, “Contractor’s Equipment”, of these General Provisions, or in the Special Provisions or Technical Specifications, equipment shall be that used in general practice for the work undertaken. If any part of the Contractor's plant, equipment, or methods of executing the Work is unsafe, inefficient, or inadequate to ensure the required quality or rate of progress of the Work, the City may order the Contractor to modify the Contractor’s facilities or methods. The Contractor shall promptly comply with such orders at the Contractor’s expense. However, neither compliance with such orders nor failure of the City to issue such orders shall relieve the Contractor from the obligation to secure the degree of safety, the quality of the Work, and the rate of progress required by the Contract. The Contractor is responsible for the safety, adequacy, and efficiency of its plant, equipment, and methods.

7-5 SCHEDULES

The Contractor shall submit a baseline schedule and updated schedules in accordance with this Section 7-5 and Section 5-8, “Contractor’s Submittals”, of these General Provisions, which shall illustrate the Contractor’s planned schedule for carrying out the Work and completing the Work within the Contract Time. The Contractor’s updated schedules shall show the as-built schedule for work completed.

All schedules must show completion by any milestone dates required in the Contract Documents and the Contract Completion Date. Contractor expressly waives any early completion delay claim. Contractor has the right to try to complete the Work ahead of any milestone date and/or the Contract Completion Date, but if Contractor is somehow delayed from doing so, Contractor may not base a claim for additional compensation on such delay.

Contractor acknowledges that a purpose of submitting reasonable, accurate and adequate schedules is to protect the City and Contractor against unjustified delay and disruption claims or unjustified rejections of such claims. Contractor agrees to devote all resources necessary to provide scheduling services, as with any other item of Work on the project. Contractor agrees that its failure to submit reasonable, accurate and adequate schedules will bar claims by Contractor for additional compensation and/or time extensions based on the information contained in such a schedule, including but not limited to delay, disruption or inefficiency claims.

The City will review all schedules for conformance with the Contract. City review and/or approval of a schedule does not relieve the Contractor of responsibility for the feasibility of the schedule or for accomplishing milestones and completion within Contract Time, nor does City review and/or approval warrant or acknowledge the reasonableness of the schedule's logic, durations, labor estimates, or equipment productivity. City review and/or approval of a schedule does not indicate approval by the City of the schedule, nor does it relieve Contractor of responsibility for any characteristics of the schedule that breach the Contract or that are unreasonable, inaccurate, inadequate, or deficient.

If no separate item is provided in the Bid Form for scheduling, the cost for preparing the baseline schedule and preparing updates and revisions of the baseline schedule shall be included in payments for mobilization. If no bid item for mobilization is included in the Bid Form, conformance with this provision is incidental to and included in the various bid items and no additional payment will be made. Updates and revisions of the schedules are included in the prices paid for other items of work.

Because the City places a high value on the importance and use of project scheduling information as a management tool in achieving the completion of the Work as planned, the City will deduct 10 percent (10%) of the monthly progress payment, but not more than twenty-five thousand dollars ($25,000), for failure by the Contractor to timely obtain the approved Contract Schedule or to any monthly updated Progress Schedule, as required by the Specifications, with each monthly progress payment request. These deductions are cumulative, and will be made for each and every month that the Contractor fails to provide the required information. The monthly updated schedule and narrative shall be accurate, reflect actual events on the Project, and meet all requirements of the Specifications. If the Contractor does not correct the deficiency by providing an acceptable schedule within ten (10) Calendar Days of the City's receipt of the monthly progress payment request, the deduction may become permanent via a deductive Change Order. The City may withhold payments from the Contractor until a satisfactory baseline schedule, update, or revision has been submitted and reviewed.

7-5.01 Baseline (Contract) Schedule

Within 21 Calendar Days after receiving the Notice to Proceed, the Contractor shall submit a detailed proposed baseline schedule presenting an orderly and realistic plan for completion of

the Work, in conformance with the requirements of the Specifications. The proposed baseline schedule shall be in electronic format (*e.g.,* CD, DVD, or flash drive but not .pdf).

The proposed baseline schedule shall comply with the following requirements, unless modified by the City:

1. A time scaled CPM type schedule showing the mathematical analysis of the CPM network diagram and prepared in the version of software subject to City acceptance.

2. No activity on the schedule shall have a duration longer than fourteen (14) Working Days, with the exception of fabrication and procurement activities, unless otherwise approved by the City. Activity durations shall be the total number of actual days required to perform that activity including consideration of weather impact on completion of that activity.

3. Procurement of major equipment, through receipt and inspection at the job site, identified as a separate activity.

4. Owner furnished materials and equipment if any, identified as separate activities.

5. Dependencies (or relationships) between activities.

6. Processing/approval of submittals and shop drawings for major equipment. Activities that are dependent on submittal acceptance and/or material delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.

7. Separate buildings and other independent project elements shall be individually identified in the network.

8. Fourteen (14) Working Days for developing punch list(s), completion of punch list items, and final clean-up for the work or any designated portion thereof. No other activities shall be scheduled during this period.

9. Interface with the work of other contractors (or entities).

Each activity shown on the proposed baseline schedule shall have the following minimum information:

- Unique number(s) for each activity
- Activity description
- Activity relationships and dependencies (logic)
- Activity duration in Working Days

- Early start, early finish, late start, late finish dates (calendar date, i.e., day, month, year)
- Total float, free float
- Interim milestone dates and completion dates
- Detailed list of work contained within each activity
- Manpower loading for each item of work for unit price contracts
- Cost loading for each item of work for lump sum contracts

The City will review the proposed baseline schedule for conformance with the requirements of the Contract and, within seven (7) Calendar Days after receipt, will approve the proposed baseline schedule or will return it with comments. If the proposed baseline schedule is not approved, the Contractor shall revise the schedule to incorporate comments and resubmit the schedule for approval within seven (7) Calendar Days after receiving it. The approved schedule shall become the Contract Schedule.

The Contract Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. The responsibility for developing the Contract Schedule and monitoring actual progress as compared to the schedule rests with the Contractor.

Failure of the Contract Schedule to include any element of the work or any inaccuracy in the Contract Schedule will not relieve the Contractor from responsibility for accomplishing all the Work in accordance with the Contract.

Approval of the Contract Schedule will not relieve the Contractor of the responsibility for accomplishing the Work in accordance with the Contract and the Contract Time.

7-5.02 Progress Schedules

The Contractor shall submit to the City each month with its payment application an electronic and hard copy up to-date Progress Schedule with a narrative describing the general status of the Work and addressing any problem areas or delays, with impacts on critical path items of work highlighted. A corrective course of action shall also be included when problem areas or delays are encountered. The Progress Schedule shall be in the same software format and version as that used to create the Contract Schedule and shall include:

1. The Contractor's estimated percentage complete and remaining duration for each activity not yet complete.
2. Actual start/finish dates for activities as appropriate.
3. Identification of processing errors, if any on the previous update reports.
4. Revisions, if any, to the assumed activity durations including revisions for weather impact for any activities due to the effect of the previous update on the schedule.

5. Identification of activities that are affected by requested or proposed changes to the Work.

6. Resolution of conflict between actual work progress and schedule logic. When out of sequence activities develop in the Contract Schedule because of actual construction progress, the Contractor shall submit revisions to schedule logic to conform to current status and direction.

The City will review the updated schedule information and meet with the Contractor each month, unless the City requests more frequent meetings, to determine the status of the Work. If agreement cannot be reached on any issue, the Contractor will use the City's determination in the processing of the update.

Progress payments pursuant to the Contract will be based on the Progress Schedules.

7-5.03 Schedule Revisions

If the sequence of construction differs significantly, as determined by the City, from the Contract Schedule, the Contractor shall submit within fifteen (15) Calendar Days a revised schedule to the City for approval.

When a requested or proposed change to the Work will have an impact on the critical path, the Contractor shall submit a schedule fragnet showing this impact. If the requested or proposed change is accepted by the City, the schedule fragnet shall be incorporated into the Contract Schedule. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Sections 7-12, "Delays" and 7-18, "Extension of Time", of these General Provisions. No additional cost beyond that provided in Chapter 9, "Changes and Claims", of these General Provisions will be allowed for the incorporation of approved changes into the Contract Schedule.

Should the Contractor, after approval of the Contract Schedule, intend to change its plan of construction, it shall submit its requested revisions to the City, along with a written statement of the revision, including a description of the logic for rescheduling the work, methods of maintaining adherence to Intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to the City, they will be incorporated into the Contract Schedule in the next reporting period.

Schedule revisions shall be submitted at least seven (7) Calendar Days prior to the date of submission of updated information. The City will have seven (7) Calendar Days to review the revisions.

7-5.04 Short Interval Schedules

The Contractor shall, if required by the City, prepare a Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include all current activities and projected activities for the succeeding two (2) weeks. The SIS shall include actual start/finish dates for the preceding one (1) week. The SIS shall be submitted to the City prior to the each progress construction meeting. The Contractor shall participate in short interval scheduling coordination during the progress construction meetings.

7-5.05 Float

All float in any activity, milestone completion date, and/or Contract Completion Date is owned by the Project and, as such, is a resource available to both the City and the Contractor. Neither the City nor the Contractor owns the float time.

Unless otherwise provided herein, float is synonymous with total float and total float is the period of time measured by the number of Working or Calendar Days (as specified in the Contract) any non-critical path activity may be delayed before it and its succeeding activities become part of the critical path. If a non-critical path activity is delayed beyond its float period, then that activity becomes part of the critical path and controls the completion date of the Work. Thus, delay of a non-critical path activity beyond its float period will cause delay to the Project itself.

Acceptance of any schedule based on less time than the maximum time allowed for accomplishment of milestones or Project completion within Contract Time, does not serve to contractually change any Contract duration, nor does it serve as a waiver of either the Contractor's or the City's right to utilize the full amount of time specified in the Contract. As such, liability for delay of Project completion dates rests with the party actually causing delay to Project completion dates.

7-5.06 City's Right to Revise the Schedule

In the event of a delay to critical path work which is not the fault of the Contractor, the City may elect to re-sequence work or otherwise modify the Contract Schedule in an attempt to minimize the effect of the delay. It shall be the responsibility of the Contractor to cooperate in this effort. It is not the City's responsibility to ensure the Contractor the ability to use "optimal" crew size throughout the Project and no adjustment of the Total Contract Price will be made for minor variations in crew size or claimed loss of efficiency or disruption that result from schedule adjustments. However, overtime work or weekend work required by the City to meet schedule objectives other than those of the Contractor will be reimbursed per the provisions of Chapter 9, "Changes and Claims" of these General Provisions, provided that the Contractor has not contributed to the delay which the City is seeking to overcome. If the Contractor contends that a schedule adjustment will cause a significant disruption of its work sequence or ability to perform work efficiently, it shall notify the City within forty eight (48) hours of receipt of the adjustment. Failure to provide timely notice constitutes a waiver by the Contractor of any claim for compensation arising out of the schedule adjustment.

7-5.07 Responsibility for Completion

The Contractor shall furnish sufficient manpower, materials, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Saturdays, Sundays and holidays (in accordance with Section 7-08) as may be necessary to insure the progression and completion of the Work in accordance with the Contract Time. If work on the critical path is behind the currently updated Progress Schedule and it becomes apparent that the Work will not be completed within the Contract Time, the Contractor will implement whatever steps it deems necessary to make up all lost time at no additional cost to the City. If the Contractor's solution is not successful, it will make further attempts using the following sequence of events:

1. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

2. If the above cannot be achieved then;

    a. The Contractor shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the City, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of the City the backlog of work.

    b. In addition, the City may require the Contractor to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the City finds the proposed recovery schedule unacceptable, it may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are unsatisfactory, the City may require the Contractor to take any of the actions set forth in the previous paragraph without additional cost to the City to make up the lag in scheduled progress.

Failure of the Contractor to comply with the requirements of this Section 7-5.07 shall be considered grounds for a determination by the City that the Contractor is failing to undertake the Work with such diligence as will ensure its completion within the time specified and will subject the Contractor to all rights and remedies of the City under the Contract Documents.

7-6 UNUSUAL SITE CONDITIONS

The Contractor shall promptly upon discovery, and before the following conditions are disturbed, notify the City, in writing, of any:

1. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated in the Contract.

3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Contractor shall follow up the prompt notification with written documentation of the unusual site condition within five (5) Working Days. The City will have the site remediated or issue a Change Order per Chapter 9, “Changes and Claims”, of these General Provisions if it finds that the conditions do materially differ or involve hazardous waste.

7-7 PURSUANCE OF WORK DURING INCLEMENT WEATHER

During inclement or unsuitable weather or other unfavorable conditions, the Contractor shall pursue only such portions of the Work that will not be damaged by the weather or unfavorable conditions. When the weather or unfavorable conditions creates hazardous travel or working conditions, as determined by the City, the Contractor may be directed to stop that portion of the Work, in accordance with Section 5-22, “Temporary Suspension or Delay of Work”, of these General Provisions, until the weather clears or the conditions are no longer unfavorable. The Contractor must keep roads safe and inspect and maintain storm water pollution prevention and erosion control devices during inclement weather or unfavorable conditions. Lane and road closures may not be allowed if the City determines that the traffic controls will create unnecessary risk to the traveling public, the Contractor, and/or City employees.

7-8 PEAK HOURS, HOURS OF DARKNESS, HOLIDAYS, AND WEEKENDS

7-8.01 Allowable Times and Hours of Work

Unless otherwise noted in the Special Provisions or approved by the City, no work shall be done between the hours of 7 p.m. and 7 a.m., or on Saturdays, Sundays, or Legal Holidays.

Unless otherwise noted in the Special Provisions or approved by the City, no lane of traffic shall be closed to the public during the peak hours of 7:00 a.m. to 8:00 a.m. and 3:30 p.m. to 6:00 p.m., except as necessary for the proper care and protection of work already performed or in case of an emergency repair as defined below. These exceptions are allowed only with the City’s written permission.

7-8.02 Off-Period Work

A written request to work between 7 p.m. and 7 a.m. or on Saturdays, Sundays, or Legal Holidays, or to close a lane of traffic during peak hours must be submitted at least two (2) Working Days in advance of the intended work. The City will evaluate the Contractor’s request to determine if there is a benefit to the City, a nuisance or a hazard to the public, the Project, or the area surrounding the site, and if the Contractor should pay any City overtime costs related to the off-period work. The City may place conditions on any approval of off-period work based on this analysis.

7-8.03 Emergency Repairs

An emergency repair is a repair to the Work (including traffic controls, barricades, or temporary signs) required as a result of an unforeseen event that poses a danger to the public or jeopardizes the integrity of the Work, whether completed or not. The Contractor may be allowed to close a lane of traffic or work at night, on Saturdays, Sundays, or Legal Holidays for an emergency repair. The Contractor must notify the City within one (1) hour of dispatch of the Contractor’s repair crews, and give their names, an emergency contact number, the location of the emergency repair, and a tentative completion date and time. The Contractor shall notify the City when the emergency repair is completed and the road is clear. If an extension of time is required, the Contractor must provide a revised tentative Contract Completion Date. If an adjustment to the Total Contract Price is required, the Contractor shall notify the City of all proposed adjustments necessitated by the emergency and emergency repair.

7-8.04 Revocation of Permission For Off-Period Work

The City may revoke permission for off-period work if the Contractor endangers the public, an employee, or themselves by violating a safety and health regulation, or fails to maintain an adequate work force and equipment for reasonable prosecution and inspection of such work.

7-8.05 Working Shifts

Two- or three-shift operations may be established as a regular procedure by the Contractor upon written permission from the City. Such permission may be revoked if the Contractor fails to comply with applicable safety and health regulations, fails to provide for adequate inspection of the Work, or fails to provide sufficient means and equipment, including artificial light, to permit the Work to be carried out safely and appropriately and to permit proper inspection.

7-9 TEMPORARY FACILITIES AND SERVICES

Unless specified otherwise in the Special Provisions, the Contractor shall be responsible for providing and maintaining necessary material storage facilities, utilities, field offices, temporary roads, fences, security, etc. for prosecuting the Work. The Contractor shall obtain a City of Rocklin hydrant permit at contractor expense prior to connecting to or drawing construction water from fire hydrants.

7-10 PROTECTION OF WORK, PERSONS AND PROPERTY

The Contractor shall protect the Work, equipment and materials from damage until completion and acceptance of the Work. Neither the City nor any of its agents assume any responsibility for collecting funds from any person or persons that damages the Contractor's work.

The Contractor shall store materials and equipment in accordance with manufacturer's recommendations and erect such temporary structures as required to protect them from damage. The Contractor shall furnish guards, fences, warning signs, walks, and lights, and shall take all other necessary precautions to prevent damage or injury to persons or property.

7-11 PROOF OF COMPLIANCE WITH CONTRACT

When requested by the City, the Contractor shall submit properly authenticated proof of the Contractor's compliance with the Contract.

7-12 DELAYS

The Contractor shall provide notification to the City for any delays, in accordance with Section 7-13, "Notice of Delays", of these General Provisions.

7-12.01 Inexcusable Delays

The Contractor shall not receive any time extensions or additional monetary compensation for inexcusable delays. Inexcusable delays include, but are not limited to, the following:

1. Delays that affect only a portion of the Work but do not prevent or delay the prosecution of controlling items of work nor the completion of the whole Work

within the Contract Time.

2. Delays associated with the reasonable interference of other contractors employed by the City that do not necessarily prevent or delay the prosecution of controlling items of work or the completion of the whole Work within the Contract Time.

3. Delays associated with loss of time resulting from the necessity of submitting plans for City approval or from City surveys, measurements, inspections, and testing.

4. Delays that could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or Subcontractors.

7-12.02 Excusable Delays

The Contractor may be granted an extension of Contract Time for excusable delays, which are those that are determined to be beyond the control of the Contractor, impact a controlling item of work, could not be prevented by the exercise of care, prudence, foresight, and diligence, and only to the extent there is insufficient remaining float to accommodate the delay. These excusable delays may include City acts, unusually severe weather or conditions resulting therefrom, Acts of God or of the public enemy, fire, epidemics, and labor strikes. Material shortages and delays in utility company relocations may be classified as excusable if the Contractor produces satisfactory evidence of acting in a timely manner.

The Contractor shall not receive any additional monetary compensation due to excusable delays unless the City determines that the excusable delay resulted from a City act or the discovery of cultural resources (as specified in Section 10-12, “Archeological and Cultural Resources”, of these General Provisions). The Contractor shall also not receive any additional monetary compensation due to excusable delays under the following circumstances:

1. The Contractor could have reasonably anticipated the delay and avoided the cost impacts of it.

2. When there are two (2) or more concurrent delays and at least one does not qualify for monetary compensation under Section 7-12.

3. The excusable delay does not affect controlling critical path tasks that would delay overall completion of the Work.

7-13 NOTICE OF DELAYS

The Contractor shall immediately notify the City in writing delivered by personal delivery, U.S. Mail First Class, or email, if the Contractor foresees any delay in the prosecution of the Work or if the Contractor learns of the occurrence of any excusable delay; but in no case shall the written notice be provided to the City later than five (5) Working Days after the occurrence of the event that is the cause of the excusable delay. The Contractor shall describe in this notice, the nature and cause of the delay and shall state the probability of the delay occurring (if foreseen ahead of time) so the City may take steps to prevent the occurrence or continuance of the delay and may determine whether the delay is inexcusable or excusable, its duration,

and its extent. Notification of delays in any other format than described herein, including, without limitation, in progress meetings and regardless of whether noted in the progress meeting minutes, is insufficient to constitute the required and proper notice.

In the event of a continuing delay, the Contractor is required to give only one notice.

The City will assume that all delays were inexcusable unless the City was notified as indicated above and through its investigation found them excusable. Contractor waives any and all claims for time extensions and/or monetary compensation based on delay if notice is not provided as described above. The Contractor acknowledges that City has a strong interest in mitigation of delay impacts and in confirmation of the existence of delay; therefore, the Contractor agrees to submit these notices of delay and to waive claims if notice is not submitted as required.

7-14 CARELESS DESTRUCTION OF STAKES AND MARKS NO CAUSE FOR DELAY

If the Contractor or Subcontractors destroy stakes and marks causing a delay in the Work, the Contractor shall have no claim for damages or time extensions. See also Section 5-9, “Surveys”, of these General Provisions.

7-15 TIME OF COMPLETION

Time is of the essence on all City contracts. The Contractor shall complete all of the Work called for under the Contract within the Contract Time.

7-16 EXTENSION OF TIME NOT A WAIVER

Time extensions granted for excusable delays or for the execution of extra or additional work shall not operate as a waiver of any of the City’s rights under the Contract.

7-17 INCLEMENT WEATHER AND CONTRACT TIME

The Contractor will be allowed a time extension if, in the opinion of the City, inclement or unsuitable weather or its effects prevents working on the current critical path task at the beginning of the shift for at least five (5) consecutive hours, or for at least (5) hours during the shift. (A current critical path task or controlling operation is any feature of the Work (e.g., an operation or activity including settlement, curing periods, and submittal activities) that if delayed or prolonged will delay the time of completion of the Contract.)

7-18 EXTENSION OF TIME

Subject to the provisions of Section 7-12.02, compliance with the required contractual notice provisions in Section 7-13, and subject to submission of a schedule fragnet in accordance with Section 7-5.03 of these General Provisions showing the impact on the critical path of the event giving rise to an excusable delay, the Contractor will be allowed a time extension to complete the Work equal to the sum of all excusable delays as determined in accordance with Section 7-12 to Section 7-17 of these General Provisions, plus any adjustments in Contract Time due to Change Orders as outlined in Section 9-12, “Time Extensions for Changes”, of these General Provisions. During such time extension, the Contractor will not be charged for extra engineering and inspection or liquidated damages.

7-19 SUBSTANTIAL COMPLETION

When the Contractor considers the entire Work, or a specific portion of the Work, substantially complete, the Contractor shall certify in writing to the City that the Work is substantially complete and request that the City grant substantial completion. Within five (5) Working Days, the City and the Contractor shall inspect the Work to determine the status of completion. If the City does not consider the Work ready for its intended use, the City will notify the Contractor in writing, giving the City's reasons. If the City considers the Work ready for its intended use, the City will grant substantial completion, and then the City will provide a list of items to be completed or corrected (often referred to as a "deficiency list" or "punch list") before Final Acceptance and Final Payment. Immediately upon being provided a deficiency list, the Contractor shall proceed to correct or complete the items on the list.

Substantial completion does not bar liquidated damages from being assessed and accruing. Liquidated and other damages may continue to accrue until Completion.

7-20 CLEANING UP

Throughout the construction period, the Contractor shall keep the site of the Work in a presentable condition, dispose of any surplus materials, keep roadways reasonably clear of dirt and debris, keep all sidewalk and other pedestrian areas clear of dirt, loose gravel, debris and any tripping hazards, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work, to the satisfaction of the City.

The Contractor shall also keep the work site cleaned of all rubbish, excess material, and equipment. All portions of the work shall be left in a neat and orderly condition prior to requesting final inspection. Surplus material shall be disposed of in accordance with Section 18-7, "Surplus Material Disposal", of the Placer County Specifications. The final inspection will not be made until final clean-up has been accomplished.

Construction and demolition debris may be properly disposed of by the contractor using self-haul equipment to deliver the debris to an approved disposal site. Any paid waste/recycling collection or disposal services shall exclusively utilize the City's designated refuse collection service provider.

7-21 FINAL INSPECTION AND FIELD ACCEPTANCE

The Contractor shall notify the City in writing when it believes that it has corrected all items on the deficiency (punch) list and has achieved Completion, and the City shall promptly inspect the Work. The Contractor or the Contractor's representative shall be present at the final inspection. The Contractor will be notified in writing of any further defects or deficiencies and the Contractor shall proceed within ten (10) Calendar Days to correct such defects or deficiencies. When again notified that the Contractor has achieved Completion, the City will again inspect the Work to ascertain that the corrections are in accordance with the Contract and Completion has occurred. The City may delay additional inspections if the City has reason to believe that the Contractor is not making a good faith effort to correct deficiencies. The Engineer will recommend acceptance of the Work to the Council or designee if it finds all the corrections acceptable and Completion has occurred; otherwise, the Engineer shall continue to withhold field acceptance of the work until all deficiencies on the deficiency (punch) list are corrected and Completion achieved.

7-22 FINAL ACCEPTANCE AND NOTICE OF COMPLETION

Upon Completion of the Work, including but not limited to acceptance of M&O manuals, Record Drawings, and test reports, the Engineer will recommend to the Council that it accept the Contract as complete. Upon acceptance by the Council, a Notice of Completion will be recorded with the County Recorder within fifteen (15) Calendar Days. Acceptance by the City Council shall cause the commencement of warranty periods. Acceptance shall not relieve the Contractor from the responsibility of completing or correcting any work, nor from the responsibility to correct any patent or latent defects in the Work.

7-23 WARRANTY WORK

Should any defects or deficiency in material, equipment or workmanship, such as faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor's performance, become apparent during any warranty period, the City shall notify Contractor in writing of the defect before expiration of the warranty period. If so notified, Contractor has a duty to immediately correct, or immediately and satisfactorily commit to correct, the defect or deficiency to meet the Contract requirements at Contractor's sole expense. This duty to correct does not expire for any reason, including but not limited to expiration of the warranty period. A new warranty period, equivalent to the original warranty period, will apply to all corrected deficiencies.

The City is hereby authorized to make such needed repairs if the Contractor fails to undertake, with due diligence, the needed repairs within ten (10) Calendar Days after the Contractor is given written notice of such failure and without notice to the surety; and the Contractor shall pay the entire costs for the City's work. However, in case of an emergency where, in the opinion of the City, delay would cause serious loss or damages or a serious hazard to the public, the City may immediately make repairs or take other action without prior notice to the Contractor or surety; and the Contractor shall pay the entire costs for the City's work.

CHAPTER 8 - MEASUREMENT AND PAYMENT

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CHAPTER 8 MEASUREMENT AND PAYMENT

8-1 BASIS AND MEASUREMENT OF PAYMENT QUANTITIES

It is the Contractor's responsibility to measure and/or compute the quantities of work completed, subject to verification by the City, under the terms of the Contract. In computing quantities, the length, area, solid contents, number, weight, or time as specified in the Contract or the Schedule of Values shall be used.

8-1.01 Unit Price Contracts

Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work as measured upon completion. The Estimated Quantities provided in the Bid Documents are for comparative bidding only. The City does not express or imply that the actual amount of work or materials will correspond to the Estimated Quantities. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities. See also Section 9-14, "Contract Change Order", of these General Provisions.

8-1.02 Lump Sum or Job Contracts

Progress Payments will be based on the Schedule of Values prepared by the Contractor and approved by the City prior to acceptance of the first Progress Payment request (see Section 8-5, "Progress Payment Procedures", below). If requested by the City, the Contractor shall furnish full copies of subcontracts showing actual costs. The Schedule of Values shall be consistent with the baseline progress schedule prepared by the Contractor pursuant to Section 7-5.02, "Progress Schedules", of these General Provisions.

8-1.03 Payment for Mobilization

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the site; for the establishment of all offices, buildings, and other facilities necessary for the Work; and for all other work and operations which must be performed, or costs incurred, prior to beginning the Work.

Payment for mobilization will be as follows:

8-1.03.A Mobilization Not a Pay Item

When the Contract does not include a separate pay item for mobilization, full compensation for mobilization will be included in the Contract lump sum price or in the prices paid for the various items of work in a unit price contract, and no additional compensation will be paid.

8-1.03.B Mobilization a Pay Item

When the Contract or accepted Schedule of Values includes a separate item for mobilization, payment for mobilization will include full compensation for the furnishing of all labor, materials, tools, equipment, administrative costs, and incidentals for mobilization.

The City will pay no greater than five percent (5%) of the Total Contract Price as a separate pay item for mobilization. In the event the Contractor submits a mobilization pay item greater than five percent (5%) of the Total Contract Price, the City will pay any excess mobilization amount with the final progress payment.

Absent City approval, the City will not pay additional mobilization compensation for work under a Change Order.

Payment for mobilization shall be subject to retention per Section 8-7, "Retention", of these General Provisions.

8-2 SCOPE OF PAYMENT

8-2.01 General

Compensation under the terms of the Contract shall be full payment for the Work, including loss or damage arising from the nature of the Work, action of the elements, or unforeseen difficulties encountered during the prosecution of the Work and until its final acceptance; and all risks connected with the prosecution of the Work.

8-2.02 Unit Price Contract

Progress payments will be made based upon the unit price bid and measured quantities for work completed, plus work completed on approved Change Orders. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9-8.02, “Payment for Changes – Unit Prices”, in these General Provisions.

8-2.03 Lump Sum or Job Contract

Progress payments will be based upon the approved Schedule of Values for work completed, plus work completed on approved Change Orders.

8-2.04 Final Pay Items

An item designated as a Final Pay Item in the Contract shall be paid for as specified in Section 9-1.02C, “Final Pay Item Quantities”, of the State Specifications.

8-2.05 Allowances

Allowances may be included in the Bid Form for materials and/or work that may be added during the course of the Contract. The Allowance may be used in whole, in part, or not at all as determined by the City. Whenever costs of the Work included in the Allowance item are more or less than the specified Allowance amount, the Total Contract Price will be adjusted accordingly by Contract Change Order. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities for the Allowance.

8-2.06 Payment for Material Not Incorporated in the Work

No Progress payments will be made for materials and equipment not incorporated in the Work, unless specifically set forth in the Special Provisions or authorized by the City.

8-3 WORK TO BE DONE WITHOUT DIRECT PAYMENT

Compensation for any portion of the Work not specifically identified in the Bid Form or Schedule of Values is understood to be included in the price for other items, unless specified in the Special Provisions as extra work. No additional compensation is allowed for additional shifts or premium pay necessary to ensure that the Work is completed within the time limits specified in the Contract.

8-4 PAYMENT FOR USE OF COMPLETED PORTIONS OF WORK

If the City occupies or uses a portion of the Project under Section 4-10, above, before it accepts Completion of the Work, the Contractor will only be compensated in accordance with this Chapter 8. No final payment shall occur for a limited portion of the work.

8-5 PROGRESS PAYMENT PROCEDURES

No progress payment will be made when, in the judgment of the City, the Work is not proceeding in accordance with the provisions of the Contract or when the total work done since the last progress payment amounts to less than one thousand dollars ($1,000). Unless otherwise agreed to at the preconstruction meeting or identified in the Special Provisions, the Contractor shall submit in writing monthly for City review an estimate of the total amount and value of work done, including that done under approved Change Orders, and the acceptable materials furnished and incorporated in the work completed through the last day of the previous pay period. The Bid Form or Schedule of Values shall be used to prepare a progress payment request for the items, or portions of items, of the Work completed during the monthly progress period.

Unless specified otherwise in the Special Provisions, any progress payment request must be accompanied by (1) an updated Progress Schedule that complies with the Contract; (2) record drawing update confirmations; (3) a conditional lien release in the form prescribed by law warranting that title to all work, labor, materials and equipment covered by the request is free and clear of all liens, claims, security interests or encumbrances; and (4) unconditional lien releases for all work through the prior progress payment lien releases. If Contractor fails to submit these documents with the progress payment request, then City, in its sole discretion, may withhold part of the progress payment or reject the progress payment request with an explanation in writing of the reason. Contractor may resubmit the progress payment request with the required documents. City has no obligation to process the progress payment request or make a progress payment if Contractor fails to provide these required documents.

If the required documents are submitted with the progress payment request, then the City shall review any progress payment request submitted by Contractor to determine its accuracy and validity. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt, along with a document stating the reasons why the payment

request is not proper. Once the City has an undisputed and properly submitted payment request from Contractor, the progress payment shall be made within 30 days of its submission.

Once the City agrees with Contractor as to the amount of Work completed as of the date of the progress payment request, the City shall deduct the following from the estimated total value of that amount of Work: All previous payments, the retention previously withheld pursuant to Section 8-7, “Retention”, of these General Provisions, and other withholdings as permitted by the Contract. The City will then approve the balance for payment to the Contractor, with retention being withheld from that approved payment as described in Section 8-7 of these General Provisions.

The payment of a progress payment or the acceptance thereof by the Contractor does not constitute acceptance by the City of any portion of the Work, and does not reduce the Contractor’s liability to replace unsatisfactory work, material, or equipment for any or the Work, whether or not completed. Approval by the City of a progress payment request that contains an inadvertence or error by the Contractor will not release the Contractor or the Contractor's surety from damages arising from the work covered by the approved payment request or from enforcement of every provision of the Contract. The City also has the right to correct any error made in any Progress Payment and may withhold as much payment as necessary to correct the error in later progress payments.

8-6 INSPECTION AND PROGRESS PAYMENTS NOT A WAIVER OF CONTRACT PROVISIONS

No inspection, order, measurement, approval, modification, payment, acceptance of work or material (including, but not limited to, acceptance of the entire Work), time extension, or possession of the Work or any part thereof shall be a waiver of any of the terms and conditions of the Contract, the powers reserved by the City, or any right of the City to damages or to reject the Work in whole or part. No breach of this Contract shall be construed a waiver of any other or subsequent breach. All remedies provided in the Contract shall be cumulative and shall be in addition to all other rights and remedies that may exist at law or in equity.

8-7 RETENTION

8-7.01 Retention to Ensure Performance

The City will retain five percent (5%) of each approved progress payment to ensure performance under the Contract. The parties acknowledge that some of the purposes of retention under this Contract are to encourage the Contractor to reach Completion quickly, to ensure that Contractor completes the Work in its entirety, and to provide funds from which the City may withhold for disputes, costs and claims under Section 8-8, “Withholdings/Denial of Progress Payment Request”, of these General Provisions.

Retention will be held by the City until at least thirty-five (35) Calendar Days, but no more than sixty (60) Calendar Days after recording of the Notice of Completion. However, the City may continue to withhold some or all of the retention beyond 60 days to the extent that any disputed amounts or Stop Payment Notices or liquidated damages exist, in which case the City may withhold 150% of the disputed amount and 125% or more of outstanding Stop

Payment Notices and full amount of liquidated damages.

8-7.02 Non-Compliance

In addition to the five percent (5%) payment retention discussed above, the City may also retain portions or all of a progress or final payment for Contractor's noncompliance with the Contract in an amount deemed appropriate by the City.

8-7.03 Substitution of Securities

At the request and expense of the Contractor, in accordance with Public Contract Code Section 22300, in lieu of the City withholding the five percent (5%) retention defined in Section 8-7.01 of these General Provisions, the Contractor may: (1) substitute a deposit of securities at least equivalent to the retention to be paid, or (2) request that the City pay the withheld retention directly to an escrow agent. If the Contractor elects either option, the Contractor and City shall enter an escrow agreement in the exact form set forth in Public Contract Code Section 22300.

8-8 WITHHOLDINGS/DENIAL OF PROGRESS PAYMENT REQUEST

The City may deny a progress payment request and/or withhold amounts from a progress payment and/or withhold a release of retention for any of the following reasons:

- Stop payment notices filed pursuant to Civil Code Sections 9350 et seq., including but not limited to a reasonable amount to provide for the City's reasonable cost (including but not limited to attorneys' fees and experts' fees) of litigation based on the stop notice;
- Fines levied against Contractor or the Work by the City or other entities;
- Third party claims against Contractor or the City arising from the acts or omissions of Contractor or its subcontractors;
- Defective Work not remedied;
- Previous overpayments to Contractor;
- Failure by the Contractor to make payments properly to employees or Subcontractors for labor, materials, or equipment;
- Any portion of the Work retained in accordance with Section 5-19 of these General Provisions;
- The Work may not be completed for the unpaid balance of the Contract sum;
- The Work may not be completed within the Contract Time and the City will incur actual and/or liquidated damages;
- Review of excessive resubmittals, and excessive inspections or tests;

- Replacement of survey stakes and excessive survey work;
- Failure by the Contractor to maintain and update Record Drawings;
- Damage to the City or another contractor;
- Failure by the Contractor to perform the Work in accordance with the Contract;
- Failure by Contractor to submit the necessary documents with a progress payment request;
- Cost of insurance purchased by City due to cancellation or reduction of coverage of Contractor's insurance;
- Failure by Contractor to make proper submissions under the Contract;
- Any violation or non-compliance with Contractor's legal responsibilities (see Chapter 6, "Legal Relations and Responsibilities" of these General Provisions), including withholds for wages adjustments in accordance with the California Labor Code and any fines incurred by the City as a result of the Contractor's actions; and/or
- Any amounts otherwise necessary to protect the City's interests and/or compensate the City for past, present and future damages.

In addition to withholding a reasonable amount based on the above grounds, the City may withhold an additional 50% of that reasonable amount from a progress payment or release of retention; except that it may withhold an additional 25% or more of the Stop Payment Notice amount to provide for its reasonable cost (including but not limited to attorneys' fees and experts' fees) of any litigation based on a Stop Notice.

If, on Completion or termination of the Contract or termination of the Contractor's control over the Work, sums withheld from the Contractor are insufficient to cover the City's charges against the Contractor, the City has the right to recover the balance from the Contractor or the Contractor's surety.

8-9 DEDUCTIONS FOR IMPERFECT WORK

For any portion of the Work, materials or equipment retained in accordance with Section 5-20 of these General Provisions, the City will deduct from a Progress Payment a reasonable amount to represent the decreased or lost value to the City.

8-10 LIQUIDATED DAMAGES FOR DELAY

If the Work is not completed by the Contractor in the time specified in the Contract Documents, or within any period of extension authorized pursuant to this Chapter of these General Provisions, the Contractor acknowledges and admits that the City will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages.

Therefore, it is agreed by and between the Contractor and the City that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum specified in the Contract Documents for each Calendar Day of delay until the Date of Completion, and that both the Contractor and the Contractor's surety shall be liable for the total amount thereof, and that the City may deduct Liquidated Damages from any monies due or that may become due to the Contractor. If it appears during the course of construction that the Contractor is behind schedule and the imposition of liquidated damages is likely, or if liquidated damages begin to accrue prior to the time for final payment, the City may, at its discretion, withhold the amount accrued from any progress payment that would otherwise be due. This right to withhold funds is in addition to the City's other rights under the Contract Documents.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found to be excusable or time extensions granted by the City.

Pursuant to Government Code Section 4215, the Contractor shall not pay fixed and liquidated damages for delay in completing the Project caused by the failure of the City or the owner of utility facilities located on the Project site to provide for removal or relocation of such facilities.

Payment by the City of any progress payments after liquidated damages have accrued shall not constitute a waiver by the City of its right to claim liquidated damages.

If the Contract is terminated for cause, then the Contractor shall be liable to the City for liquidated damages for all periods of time from the scheduled Contract Completion Date at the time of such termination, as that date may be adjusted by any extensions of time to which the Contractor is entitled, until the Date of Completion.

8-11 FINAL ESTIMATE AND PAYMENT

Subsequent to field acceptance as detailed in Section 7-21 of these General Provisions, and within thirty (30) Calendar Days after field acceptance the Contractor shall provide a proposed final payment request, segregated as to Contract item and Change Order work. Contractor shall submit all previously unsubmitted documents required by the Contract with the request; otherwise the City has the right to reject the request and require submission of these documents.

The City will review the properly submitted proposed final payment request and, after withholding for all issues as permitted by Section 8-8 of these General Provisions and making other corrections as necessary, shall return its approved Final Payment request as modified, within fifteen (15) Calendar Days of receipt. All progress payments shall be subject to correction in the final payment. If the Contractor fails to file a final payment request within the time allotted, the City may create and approve one based on the best information available to it.

Within fifteen (15) Calendar Days after the approved final payment request is submitted to the Contractor, the Contractor shall submit back to the City a written approval of said request or a written statement of exceptions to be considered a "closeout" claim. The Contractor's statement of exceptions shall be in sufficient detail for the City to ascertain the basis and amount of the exceptions, and will include supporting documentation as detailed in Section

9-18.03 of these General Provisions. Failure to provide sufficient detail shall be cause for denial of the exceptions.

Any claim of the Contractor or Subcontractors or suppliers with respect to the performance or breach of the Contract or any alterations thereof (except for payment of the balance of the Contract price as set forth in the final payment request) not specifically set forth in the statement of exceptions, is waived by the Contractor. If the Contractor fails to file a statement of exceptions within the time allowed, Contractor waives its right to submit a statement of exceptions and the approved final payment request will be deemed to as accepted and approved by the Contractor.

The City shall process the final payment and a release of retention in accordance with the approved final payment request. The payment of undisputed sums due for the final payment, and excluding any sums withheld for Stop Payment Notices, shall be made within thirty-five (35) days of the Contractor's acceptance of the approved final payment request or within sixty (60) days after the recording of the Notice of Completion, whichever is later. The release of retention shall be made in accordance with Section 8-7 of these General Provisions. If the Contractor submits a timely statement of exceptions, then the City shall process these payments as a semifinal action; otherwise the payment shall be considered final.

The City shall respond in accordance with the provisions of Section 9-18 with its final decision regarding the claims and exceptions set forth by Contractor. Should the City's final decision grant some or all of Contractor's claims or exceptions, then to the extent necessary a supplemental final payment and/or supplemental final release of retention shall be processed within thirty (30) days.

Any claim or exception set forth by Contractor for which Contractor did not follow the required claim procedures in the Contract Documents shall be disallowed; by failing to follow the required claim procedures prior to Contractor's written statement of claims and exceptions, Contractor will have waived all rights to compensation (whether money or time) related to such claim or exception. If not already expired, the running of time for presenting a Government Code claim (see Government Code sections 900 et seq.) shall be tolled from the time of the Contractor's timely statement of exceptions until the City's final decision on the statement of exceptions.

8-12 FINAL PAYMENT TO TERMINATE LIABILITY OF CITY

If Contractor fails to timely submit a statement of exceptions, the Contractor's acceptance of the final payment and final release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of all Work performed or any alterations thereof. If Contractor timely submits a statement of exceptions, the Contractor's acceptance of the semifinal payment and semifinal release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of Work performed or any alterations thereof, except unresolved items set forth in the statement of exceptions.

8-13 DISPUTED PAYMENTS

The City will decide disputes regarding payments under the Contract according to the procedures set forth in Chapter 9, “Changes and Claims”, of these General Provisions. The decision of the City will be final.

CHAPTER 9 - CHANGES AND CLAIMS

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CHAPTER 9 CHANGES AND CLAIMS

9-1 AUTHORITY FOR CHANGES

The City reserves the broad right to order or direct corrections, alterations, additions, modifications, deletions or other changes as required for the proper completion of the Work. The order or directive may be issued prior to the final acceptance of the Contract without voiding the Contract, without notice to the Contractor's sureties, and in accordance with the provisions of Section 9-2, "Ordering of Changes", of these General Provisions.

The Contractor shall not perform corrections, alterations, additions, modifications, deletions, or other changes to the Work without a written directive or order from the City, in accordance with Section 9-2 of these General Provisions. Payment for changed or extra work will not be made without the City's written authorization.

9-2 ORDERING OF CHANGES

The City may order or direct, including, without limitation, through a Field Directive, a change, in writing, during the course of the Work, and the Contractor shall immediately comply with the order or directive. Changes to the Work shall in no way affect, vitiate, or make void the Contract or any part thereof, except that which is necessarily affected by such changes and is clearly the evident intention of the parties to the Contract.

Changes to the Work may be initiated as described in Section 4-5, "Field Directives or Other Written Directives", of these General Provisions. If the City and Contractor agree that compensation in the form of an adjustment to the Total Contract Price and/or the Contract Time is required, then the adjustment will be formalized in a Change Order, in accordance with Section 9-14, "Contract Change Order", of these General Provisions. Failure of the City and Contractor to agree to terms of a Change Order based on an order or directive shall not relieve the Contractor of his obligation to complete all work specified in the order or directive.

9-3 CONSTRUCTION INCENTIVE CHANGE PROPOSAL (CICP)

9-3.01 General

The Construction Incentive Change Proposal (CICP) Program provides a program for the Contractor to use its expertise to improve Contract performance to create an overall reduction in the Total Contract Price. Proposing to delete work is not a CICP. Deleted work is addressed in Section 4-8, "Deleted Items," in these General Provisions. The CICP Program shall not apply to City contracts of less than one hundred thousand dollars ($100,000). The Contractor and Subcontractors may participate in the CICP Program. Participation of Subcontractors shall be through the Contractor, and the Contractor and Subcontractors must agree upon the sharing arrangement; written evidence of such agreement must be submitted with the CICP.

The Contractor shall proceed with the Work as scheduled until the Contractor receives the City's written approval of a CICP. The City shall be the sole judge of the acceptability of a CICP and of the net capital cost reduction from the adoption of all or any part of the CICP

9-3.02 Description

A CICP is a formally written proposal for a Contract Change Order. A CICP must be initiated, developed, and identified as such by the Contractor or Subcontractor through the Contractor as identified in Section 9-3.01. A CICP must result in a net capital cost reduction while causing no increase in the total life cycle cost of the Project and shall comply with the following conditions:

- Required function, reliability, and safety of the Project will be maintained without detracting from the life expectancy or increasing maintenance requirements.

- The proposed change shall not cause undue interruption of the Work, nor shall it extend the Contract Time.

- The proposed change shall comply with all applicable permits, regulations, and code requirements, and any other requirements as set forth in the Contract. The proposed change shall not involve payment of royalties by the City to the Contractor.

9-3.03 Submittal

The Contractor shall submit a brief description of the proposed CICP prior to preparing the detailed submittal as outlined below.

A CICP submittal must contain pertinent information in supporting documents for City evaluation. As a minimum, the following information shall be submitted:

1. Name of individuals associated with the development and preparation of the CICP.

2. A detailed description and duly signed plans and specifications showing work as presently designed and the proposed changes.

3. A clear identification of all advantages and disadvantages for each proposed change.

4. A detailed procedure and schedule for implementing the proposed change. This detailed procedure and schedule shall include all necessary Contract amendments. Also indicated must be the latest date that the CICP can be approved for implementation.

5. A summary of estimated costs, including the following:

    a. Project construction costs before and after the CICP. This shall be a detailed estimate identifying the following items for each trade involved in the CICP:

        - Quantities of material and equipment.

- Unit prices of materials and equipment.
- Labor hours and rates for installation.
- Subcontractor and prime Contractor mark ups.
- Operation and maintenance costs before and after the CICP.
- Cost for implementing the CICP not included elsewhere.

b. Contractor's share of the savings based on the sharing provision in Section 9- 3.05, "Sharing Provisions and Formula," in this Section of these Specifications.

c. Other data as required by local permits and regulations and code requirements as set forth in the Contract.

6. Time required for execution of the proposed change.

To the extent indicated herein, the Contractor may restrict the City's use of any CICP or the supporting data submitted pursuant to the CICP program. Suggested wording for inclusion in CICPs is as follows:

"This data furnished pursuant to the construction incentive clause of the Contract shall not be disclosed or duplicated in whole or in part beyond what is necessary to accomplish the review. This restriction does not limit the City's right to use the information if it is available from any source without limitations. The City has the right to duplicate, use and disclose any information if the CICP is accepted."

The City may modify, accept, or reject the CICP. However, if the CICP is modified or not acted upon within the time allotted in the proposal, or if it is withdrawn or rejected, the City will not be liable for the Contractor's cost of developing the CICP.

9-3.04 Acceptance

The City will use the processing procedure specified for Change Orders in Section 9-14, "Contract Change Order," in these General Provisions, if a CICP is accepted. The City's written approval of the CICP is required. If the CICP is rejected, the Contractor shall not appeal the decision.

9-3.05 Sharing Provisions and Formula

Upon acceptance of the CICP, the Contractor will receive 50 percent (50%) of the Net Capital Savings based upon the following formula:

Net Capital Savings = Contract Cost Prior to CICP - (Revised Contract Cost After CICP + CICP Development Cost + CICP Implementation Cost)

The Contractor's development cost is limited to that directly associated with the preparation of the CICP package. Development costs will be reimbursed after approval. However, the City will reject costs that cannot be satisfactorily substantiated.

The CICP implementation costs include, when appropriate, the City's engineering costs for reviewing and redesigning the changes. However, City costs for processing the CICP are excluded.

9-4 DELETED

9-5 PROSECUTION OF CHANGES TO THE CONTRACT

If directed by the City, within fourteen (14) Calendar Days of issuance of a Request for Proposal, the Contractor shall provide a Proposed Change Order with a cost and/or time proposal prepared in accordance with the requirements of this Section, and Sections 9-8 and 9-12 of these General Provisions. The Contractor's Proposed Change Order shall indicate the amount to be added or deducted from the Total Contract Price, supported by complete details of all Contractor, Subcontractor, vendor or supplier costs per Section 9-6, "Cost and Pricing Data", of these General Provisions.

If the Contractor does not submit a Proposed Change Order within fourteen (14) Calendar Days, and unless the City is otherwise notified within fourteen (14) Calendar Days of a potential cost impact, the Contractor agrees to perform the work described in the change request with no additional compensation.

If the change causes a change in the monetary compensation or contract time the Project Manager will issue a Change Order in accordance with Section 9-14, "Contract Change Order" of these General Provisions. If a Field Directive or other written order is issued on a force account basis, the Contractor must immediately begin keeping records in accordance with Section 9-8.03, "Force Account", of these General Provisions. When the City and Contractor cannot agree on the credit for work deleted by a written order, the City's estimate will be deducted from the Total Contract Price, unless the Contractor presents proof prior to the final payment that the City's estimate is in error.

If agreement for a change in the Work is reached regarding payment, but not a time adjustment, the City shall have the right to direct the Contractor to proceed with the change at the agreed price. The impact of the changed work on the project schedule will be considered by the City in accordance with Section 9-12, "Time Extension for Changes", of these General Provisions.

Failure of the parties to reach agreement regarding the costs and time of the performing the change in the Work and/or any pending protest shall not relieve the Contractor from performing the change in the Work promptly and expeditiously. The Project Manager may unilaterally direct the Contractor in writing to perform changes in or additions to the scope of the Contract. The Contractor shall perform such work and shall be compensated pursuant to the provisions of Section 9-8, "Payment for Changes", of these General Provisions.

9-6 COST AND PRICING DATA

Cost and pricing data submitted by the Contractor shall be true, complete, accurate, and current. The City may require a formal certification to verify Contractor-submitted cost and pricing data. Additional requirements for cost and pricing data may also be included in the Special Provisions. The City shall have access to the records supporting such cost and pricing data in accordance with the Section 9-7, “Access to Records”, of these General Provisions.

9-7 ACCESS TO RECORDS

Upon reasonable notice and during normal business hours, the City shall have access to the Contractor’s and Subcontractors’ records for the purpose of verifying, auditing, and evaluating the accuracy of cost and pricing data submitted by the Contractor. “Records” as used in this Section shall include, but not be limited to: original estimates, subcontract agreements, purchase orders, books, documents, accounting records, papers, project correspondence, project files, and scheduling information necessary to determine the direct and indirect costs, job site, area and home office overhead, delay and impact costs. Records shall include the original Bid and all documents related to the Bid and its preparation, the as-planned construction schedule and all related documents. Such access shall include the right to examine and audit such records and make excerpts, transcriptions, and photocopies at the City’s cost.

9-8 PAYMENT FOR CHANGES

The method of payment agreed upon by the Contractor and the City, or selected by the City at its sole discretion in the absence of any other agreement, shall be set forth in the Request for Proposal or in the written order directing the change.

The three methods of payment are as follows:

9-8.01 Lump Sum Price

The Contractor shall submit a lump sum price proposal. The proposal shall include an estimate of labor, material, equipment, Subcontractor, material supplier costs, and any surcharges and/or markups as allowed in Section 9-9, “Markups for Changed Work” in these General Provisions.

In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon the Contractor's proposal and the Project Manager and City do not elect to have the change in the Work performed on a time and material basis, the Project Manager and City shall make a unilateral determination of the reasonable cost and time to perform the change in the Work, based upon their own estimates, the Contractor's submission or combination thereof.

9-8.02 Unit Prices

If payment for Contract work is based on unit prices, payment for changed work will be made based on actual quantities of work done at the unit prices contained in the Contract or unit prices otherwise agreed upon by the City and Contractor if none are contained in the

Contract. Payment for changed work based on Contract or agreed upon unit prices includes the full cost of the item of work including profit and overhead; and no additional payment or adjustment will be allowed. If the final quantity of any item of work required under the Contract varies from the Engineer's Estimate by twenty-five percent (25%) or more, compensation will be adjusted in accordance with Section 9-1.06, "Changed Quantity Payment Adjustments", of the State Specifications.

9-8.03 Force Account

In the absence of either an agreed lump sum price or unit prices for the change, the City may direct the Contractor to proceed with the changed work on a force account basis. The Contractor shall keep and present, in a form acceptable to the City, a complete and correct accounting of all costs associated with the change, including all pay records, vouchers, invoices, etc. The Contractor will be paid for labor, materials, and equipment actually used during the performance of the changed work as specified in this Section of these General Provisions in Sections 9-8.03.A, "Labor", 9-8.03.B, "Materials", and 9-8.03.C, "Equipment"; plus the percentages stipulated in Section 9-9, "Markups for Changed Work".

To facilitate agreement on direct craft labor hours, construction equipment hours, and material quantities, the Contractor shall notify the City not less than four (4) hours prior to starting force account work. The Contractor shall submit Daily Work Reports (DWR's) for signature not later than 9:00 a.m. the day following performance of any force account work. DWR's shall list names of all Contractor's staff, the staff person's craft or trade, all craft or trade labor hours, and all material and construction equipment used. The Contractor shall use the DWRs in preparing billings for force account work.

9-8.03.A Labor

The Contractor will be paid the cost of direct labor (foreperson and below) used in the actual and direct performance of the changed work including working foreman when authorized by the City. Except as otherwise provided, the Contractor will receive no additional compensation for overtime work without prior written authorization from the City. The cost of labor will be the sum of the following:

9-8.03.A.(1) Actual Wages

Charges for labor will be the Contractor's actual payroll costs for labor of any classification, including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.

9-8.03.A.(2) Labor Surcharge

A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee shall be added to the actual wages.

9-8.03.A.(3) Subsistence and Travel

The City will pay the Contractor for actual subsistence and travel allowance costs associated with the changed work required by labor agreements or acceptable to the City. Documentation must be provided to the City.

9-8.03.B Materials

Payment will be for the purchaser's actual cost of supplier or vendor furnished materials. If the Contractor does not furnish satisfactory evidence of the cost of such materials, the cost will be the lowest current wholesale price at which such quantities of materials are available and delivered to the job site. The City reserves the right to purchase materials for the changed work; the Contractor shall have no claims for costs or profit on such materials.

9-8.03.C Equipment

The prices paid for equipment directly and solely required for performance of the changed work will be those listed in the current edition of the Caltrans publication, "Labor Surcharge and Equipment Rental Rates". If the equipment is not shown in this publication, the Contractor shall be paid such hourly rental rates as are agreed upon by the Contractor and the City prior to use of the equipment, plus thirty-three and one-third percent (33-1/3%) for the cost of fuel, oil, lubrication, and field repairs and maintenance. In no case shall the hourly rental rates exceed those of established distributors or equipment rental agencies serving the area.

The rate paid for the use of equipment constitutes full compensation to the Contractor for all costs, including fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators) and any and all costs to the Contractor incidental to the use of such equipment for the changed work.

Payment will not be made for the equipment while it is inoperative due to breakdowns or for time in which no changed work was performed. Payment for rentals will include time required to move equipment to the changed work from the nearest available rental source and to return it to the source. However, no moving, loading, or transportation costs will be paid if the equipment is used for any other portion of the Work.

Individual tools and pieces of equipment having replacement value of five hundred dollars ($500) or less shall be considered tools or small equipment and no payment will be made for those pieces of equipment.

9-8.03.D Subcontracts

Subcontract costs shall be the actual cost to the Contractor for work performed by a Subcontractor. The provisions of this Section 9-8.03, "Force Account", apply to the computation of subcontract costs. Subcontractors shall compute markups per the Section 9-9, "Markups for Changed Work", of these General Provisions.

9-9 MARKUPS FOR CHANGED WORK

Only the direct costs directly attributable to the performance of the changed work shall be allowed. All other costs shall be included in the allowed markups, including, but not limited to, profit, home office and field overhead, jobsite indirect costs, extended overhead, jobsite office personnel, general field superintendence, general engineering, supervision of labor, bond and insurance premiums, and general field expense, and shall constitute full

compensation for all costs not included as actual labor, materials, equipment, or Subcontractor costs. Markups for changed work shall not exceed the following:

Labor	25%
Materials	15%
Equipment Rental	15%
Bonds and Insurance	2%

The Contractor or Subcontractor, whomever actually performs the changed work, may add the markups to the total of allowable costs. When a Subcontractor performs work, the Contractor and any higher tiered Subcontractor may add as mark-up to the total of allowable costs an amount not to exceed five percent (5%), subject to the limitations of this Section.

When the City is entitled to credit for deleted work, a ten percent (10%) credit for deleted overhead of the Contractor or Subcontractor, as applicable, will be added to such credit.

9-10 COMPENSABLE EXCUSABLE DELAYS

Payments will be made as follows for compensable excusable delays, as defined in Section 7-12.02, “Excusable Delays”, of these General Provisions. Contractor waives any and all monetary compensation for excusable delays other than the items listed below.

9-10.01 Construction Equipment

Compensation will be paid for construction equipment idle as a result of a compensable excusable delay to the extent costs are incurred. The prices paid for equipment will be those in the current edition of the Caltrans publication, “Labor Surcharge and Equipment Rental Rates”, with the following modifications:

- The right-of-way delay factor for each classification of equipment will be applied to the rental rate.

- Compensation will be provided for the actual time of the delay, but not more than eight (8) hours per day.

Compensation will be provided for each day or portion of a day, excluding Saturdays, Sundays and holidays, for the duration of the delay, unless the approved current schedule identifies critical path work for these days.

9-10.02 Jobsite Indirect Costs

Indirect costs shall be limited to the following:

1. Actual payroll costs for field office staff incurred as a result of the delay, including management, supervision, safety, estimating, engineering, drafting, clerical, secretarial and accounting. A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee may be added to the payroll costs.

2. Actual cost for third-party services provided for the field office, such as

management, supervision, safety, estimating, engineering, drafting, clerical, secretarial, and accounting utilized in lieu of employees.

3. Applicable field office expenses for rent and utilities that are substantiated by invoices. Compensation for on-site plant, incidentals, and facilities for non-field office personnel including branch office and home office personnel will not be provided. Compensation for these items and other incidentals is included in the Section 9-10.03, “Markup for Compensable Excusable Delays”, of these General Provisions.

9-10.03 Markup for Compensable Excusable Delays

Except for compensable excusable delays associated with archeological and cultural resources as described in Section 10-12, “Archeological and Cultural Resources”, of these General Provisions and right-of-way delays, fifteen percent (15%) shall be added to job-site indirect costs for onsite plant, incidentals, overhead, home and branch office costs, bonds and profit. The Contractor shall determine the distribution of the markup among the Contractor, Subcontractors, and suppliers.

9-10.04 Duplicated Overhead Costs

If the Contractor is compensated for delays in accordance with this Chapter, and the delay is attributable to direct cost changes to which markups were added, equitable adjustments shall be made to eliminate the duplication of compensation for indirect and overhead costs and profit.

9-11 LIMITATIONS ON PAYMENTS FOR CHANGED WORK

The City will not pay the Contractor for costs in excess of prevailing market values, unless the Contractor can establish, to the satisfaction of the City, that the Contractor has investigated all possible means of providing the work and that the excess costs could not be avoided. The City will be the sole judge of the necessity of incurring costs in excess of market value and whether the excess costs are directly required for performance of changed work. The City’s determination will be final.

9-12 TIME EXTENSIONS FOR CHANGES

The Contractor is entitled to adjustment in Contract Time only if completion of the entire Work or of any milestone outlined in the Special Provisions is extended due to changes impacting the controlling item of work. Each proposal submitted by the Contractor in accordance with Section 9-5, “Prosecution of Changes to the Contract”, of these General Provisions, shall state the amount of extra time the Contractor believes the change added to the overall project schedule. Failure to request a time extension within the time allowed constitutes a waiver of the Contractor’s right to subsequently claim an adjustment in Contract Time.

9-13 EFFECT ON SURETIES OF CHANGES TO THE WORK

No alterations, time extensions, extra or additional work or other changes authorized by these conditions or any part of the Contract shall affect the sureties’ obligations under the

Contract.

9-14 CONTRACT CHANGE ORDER

The City will issue a Change Order if a change to the Total Contract Price or Contract Time is necessary. The Contractor shall not be entitled to any adjustments in either Total Contract Price or Contract Time for changes performed before receipt of a written directive requiring the changes or Change Order approved by the City. Adjustments in Contract Time or Total Contract Price for changes performed will not be made until a Change Order is approved by the City. A Change Order is generally comprised of one or more Field Directives or other written orders or directives, and contains a summary of each change and changes to the Total Contract Price and Contract Time.

9-15 ACCEPTANCE OF ORDERS FOR CHANGES

A Change Order that is substantially in agreement with the Contractor's Proposed Change Order, and/or the Contractor's written agreement of a Change Order, Field Directive or other written directive, will constitute the Contractor's final and binding agreement to the provisions of the Change Order, Field Directive, or other written directive, and a waiver of all claims in connection therewith, whether direct or consequential in nature, including those of any Subcontractors or suppliers. If the Contractor disagrees with any Change Order, Field Directive, or other written directive, the Contractor may submit a notice of potential claim to the City in accordance with Section 9-17, "Notice of Potential Claim", of these General Provisions. Disagreement with the provisions of a Change Order, Field Directive, or other written order will not relieve the Contractor of the Contractor's obligations under the Contract.

9-16 DISPUTE REGARDING CONTRACT REQUIREMENTS

If the Contractor and City fail to agree whether or not any work or other matter is within the scope of the Contract, the Contractor shall nevertheless immediately perform such work upon receipt of a written Field Directive or other written order. If Contractor disagrees with a decision by the City that any work is within the scope of the Contract, then the Contractor must follow the claims procedures in the Contract, including but not limited to Sections 7-13, 8-11, 9-17 and 9-18 of these General Provisions.

The Contractor shall not stop performing the Work pending resolution of a dispute, unless so ordered in writing by the City.

9-17 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to payment of any additional compensation (whether money or time) for any cause, including any disagreement, protest, or change, any act or failure to act by the City, or the happening of any event, thing or occurrence, unless the Contractor has given the City due advance written notice of potential claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional monetary compensation and/or time will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential claim.

The Contractor shall promptly provide a written Notice of Potential Claim to the City upon discovery of concealed or unknown conditions or upon any disagreement, protest, situation, event, or occurrence that may result in a claim, including but not limited to changes in work and delays. The Notice shall be submitted no more than five (5) Working Days after the discovery or occurrence of any event that may be the basis for a claim for additional compensation or additional time.

Failure to timely submit the Notice waives any Claim that Contractor may otherwise have had the right to submit based on the underlying occurrence or event.

9-18 SUBMISSION OF CLAIMS

Claims shall be subject to the requirements of Public Contract Code sections 20104 *et seq.* and 9204. A summary of those provisions is set forth below. A waiver of the rights granted by the referenced statutes is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

9-18.01 Definitions

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

> (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
>
> (B) payment by the public entity of money or damages arising from work done by, or on behalf of, Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
>
> (C) payment of an amount that is disputed by the City.

"Mediation" means any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

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

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

9-18.02 Claims Procedure.
All Claims under this Contract shall be resolved using the following procedure.

9-18.02.01 The Claim shall be in writing and include the documents necessary to substantiate the Claim as set forth in Section 9-18.03. Unless a different time is stated in the Contract Documents, Claims must be filed not later than thirty (30) Calendar Days after the proposed final payment request is returned to the Contractor by the City. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 9-18.03 below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.

9-18.02.02 If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the City because privity of contract does not exist, then the Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the Claim be presented shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Claim and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

9-18.02.03 Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, the City may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the City may have against the claimant. Where additional information is requested by the City, the time in which the City must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the City and the Contractor.

9-18.02.04 Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 9-18.02.03 above, the City shall provide the Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the City and the Contractor may, by mutual agreement, extend the time period for a response. Failure by the City to respond to a Claim within the time periods described herein shall result in the Claim

being deemed rejected in its entirety. A Claim that is denied by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

9-18.02.05 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. The City shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents.

9-18.02.06 If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

9-18.02.07 Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the City to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement.

9-18.02.08 Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.

9-18.02.09 If mediation is unsuccessful, then the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to Section 9-18.02.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

9-18.02.10 Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

9-18.02.11 Claims of $375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

(a) The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.

(b) The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award, requests a trial *de novo* but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial *de novo.*

(d) The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

9-18.03 Documentation of Claims by Contractor

For each Claim, the Contractor shall furnish claim documentation as herein specified.

Contractor shall submit three (3) certified copies of all claim documentation. All claim documentation shall be complete when submitted. The evaluation of the Contractor's claim will be based on City's records and the claim documentation submitted by Contractor. Claim documentation shall conform to generally accepted auditing standards and shall be in the following format:

1. Introduction and background
2. Issues
    a. Index of issues
    b. For each issue:
        - Background
        - Chronology
        - Contractor's position (reason for City's potential liability)
        - Supporting documentation of merit
        - Supporting documentation of damages
3. CPM schedules, as-planned versus as-built, and delay analysis
4. Productivity and damages exhibits
5. Summary of issues and damages

Supporting documentation of merit for each issue shall be cited by reference, photocopies, or explained. Supporting documentation may include, but not be limited to, General Provisions, Technical and other Specifications, Drawings, correspondence, conference notes, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules, photographs, technical reports, RFIs, Field Directives, and other related records.

Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but not be limited to, certified detailed labor, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as-planned and as-built costs; Subcontractor payment releases;

quantity reports; other related records; general ledger and any other accounting materials.

Each submission of Claim documentation shall include the following certification, signed in the same manner as the Contract was signed:

Claim Declaration

I, [name of declarant], declare the following:

[Contractor company name] has contracted with the City of Rocklin for the [name of project] project. I am authorized by my employer ([contractor company name]) to prepare the attached claim for compensation (in other words, for money and/or time extensions) to the City of Rocklin regarding this project (dated _____, 20_, and requesting $_____ and/or ___ additional working days), and I did prepare said attached claim. I am the most knowledgeable person at [contractor company name] regarding this claim.

I am aware of all law that relates to this claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the contract, may lead to fines, imprisonment, and/or other severe legal consequences for myself and/or [contractor company name].

The attached claim is prepared and submitted in good faith, does not breach the contract between [contractor company name] and the City of Rocklin for this project, does not violate any law, satisfies all provisions of the contract, only contains truthful and accurate supporting data, and only requests an amount that accurately reflects the adjustments to money and time for which I honestly and in good faith believe that the City of Rocklin is responsible under its contract with [contractor company name].

So that I could declare that the statements in this declaration and the attached claim were true and correct, while preparing this declaration and claim I consulted with others (for example, attorneys, consultants, or others who work for [contractor company name]) when necessary to assure myself that said statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

_____
[name of declarant]

If the Contractor is unable to support any part of a claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud by the Contractor**,** the Contractor shall be liable to the City for three (3) times the amount of damages which the City sustains, plus the cost of civil action, and may be liable to the City for a civil penalty of up to ten thousand dollars ($10,000) for each false claim.

9-19 ENGINEER'S DECISION

The Engineer will review the facts of any disputed Claim and may request additional information, evidence, or testimony in accordance with Section 9-18. The Engineer will render a fair, impartial decision based on the Contract, and the evidence submitted by the City and Contractor representatives.

9-20 ALTERNATIVE DISPUTE RESOLUTION

After all remedies and provisions of the Contract are exhausted, any dispute related to the Work or Contract may be resolved by mediation or arbitration if agreed upon by the parties involved and the City and the Contractor amend the Contract to agree on a form of alternative dispute resolution.

9-21 NO ALTERNATIVE CLAIMS PROCEDURE

Nothing in the Contract constitutes an agreement for an alternative claim procedure under the provisions of Government Code Section 930.2, nor relieves the Contractor of the requirements of Government Code, Part 3, Chapters 1 and 2 and Title 1, Division 3.6, Chapters 1, 2, 3, and 4, or Public Contract Code Section 20104.2(e).

9-22 ASSIGNMENT OF CLAIMS

The Contractor shall not assign any portion of the moneys due the Contractor without written City approval. No person other than the party signing the Contract has any claim under the Contract, except as provided in the Contract.

CHAPTER 10 - ENVIRONMENTAL CONTROLS AT WORK SITE

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CHAPTER 10 ENVIRONMENTAL CONTROLS AT WORK SITE

10-1 DUST CONTROL

10-1.01 General

Dust control is a year-round requirement. Dust control shall consist of applying water and/or soil binder/dust palliative to alleviate or prevent fugitive and nuisance dust resulting from the Contractor's operations, either within or outside the Work right-of-way. Dust control shall be performed by the Contractor at any time dust, resulting from the Contractor's operations, becomes a fugitive or a nuisance or visual impediment, or as directed by the City. Failure to adequately control dust will be cause for the City to direct the Contractor to suspend operations or for the City to perform such activity with all costs to be borne by the Contractor. The application of water for dust control may be performed by the Contractor for the Contractor's convenience.

10-1.02 Dust Palliative

Dust palliative shall be applied when deemed necessary by the City. Dust palliative may be used for dust control on disturbed soil areas, haul roads and staging areas. Dust palliatives are to be submitted to the City for approval prior to use and applied per manufacturer's recommendation. Costs for dust palliatives will be born solely by Contractor.

10-1.03 Measurement and Payment

Full compensation for applying water and/or dust palliatives for dust control is included in the prices paid for the various items of work involved and no additional compensation will be paid.

10-2 AIR POLLUTION CONTROL

The Contractor shall comply with all Federal, State, City, regional air district (Placer County Air Pollution Control District), and local air pollution control rules, regulations, ordinances, and statutes that apply to the Work. The Contractor shall also comply with the requirements of any permits issued to the City as noted in the Special Provisions.

10-3 BURNING

Unless otherwise provided in the Special Provisions or approved by the City in writing, material shall not be burned on site.

10-4 EROSION, SEDIMENT, AND WATER POLLUTION CONTROL

10-4.01 General

The Federal Clean Water Act requires construction sites to prevent pollutants entering storm drain systems. Storm drain systems include both constructed and natural facilities, including streams, waterways, and other bodies of water. The Contractor shall protect the local storm drain system from pollution, and shall conduct and schedule operations to avoid erosion and sediments. Where erosion may cause water pollution due to the nature of the material or the season, the Contractor's operations shall be scheduled so temporary or permanent erosion

control features are installed concurrently with, or immediately following, grading operations.

The Contractor is responsible for organizing and scheduling the Work to prevent, control, and/or abate water pollution. In order to provide effective and continuous control of water pollution, it may be necessary for the Contractor to perform the Work in small or multiple units, on an out-of-phase schedule, and/or with modified construction procedures. The Contractor shall coordinate water pollution control work with all other Contract work.

10-4.02 City Requirements

Unless specified otherwise in the Contract, all construction projects in the City of Rocklin must have a water pollution control program as follows:

- Construction projects disturbing more than the threshold number of acres as defined in the State General Construction Permit [currently one (1) acre] must have a Storm Water Pollution Prevention Plan (SWPPP). (See Section 10-4.04 below.)
- Construction involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more must have an Erosion and Sediment Control Plan (ESCP). (See Section 10-4.05 below.)
- All other construction must comply with the City of Rocklin Municipal Code. (See Section 10-4.06 below.)

Before starting the Work, the Contractor shall develop a program for the control of water pollution during the Work. The program shall indicate how the Contractor proposes to effectively control water pollution and provide drainage during the Work. The program shall also describe how the Contractor plans to monitor the effectiveness of the program. The program shall show erosion control work and all water pollution control measures the Contractor plans to implement in connection with the Work. The Contractor shall not perform any clearing, grubbing or earthwork on the project, other than that specifically authorized in writing by the City, without a water pollution control program. When requested by the City, the Contractor shall submit the program for review.

The City is not liable to the Contractor for any portion of the water pollution control program or subsequent revisions nor for any delays to the Work due to the Contractor’s failure to prepare and implement a program nor for any delays as a result of City review.

10-4.03 Regulations, Ordinances, Permits, and Specifications

The Contractor is responsible for compliance with all Federal, State, City and local permits, rules, regulations, ordinances, statutes, and City directions that apply to erosion, sediment, and water pollution control. The Contractor, at a minimum, shall comply with the most stringent regulation, ordinance, permit, or specification of the following applicable to the Work:

- This Chapter or the Special Provisions
- Chapter 8.30 of Title 15 of the City Municipal Code
- Chapter 15.28 of Title 15 of the City Municipal Code
- State of California Construction Activities Storm Water General Permit
- Specific or general National Pollution Discharge Elimination System (NPDES) or other permits that cover the Work or are specific to the area of the Work
- The City of Rocklin Joint Municipal NPDES Permit

The Contractor's responsibility to provide water pollution control under this Chapter ends at Field Acceptance of the Work. (See Section 7-21 above.)

10-4.04 Storm Water Pollution Prevention Plan

For construction projects disturbing more than one (1) acre, the Contractor must obtain coverage under the State Water Resources Control Board (SWRCB) General Storm Water Permit to Discharge Storm Water Associated with Construction Activity (General Permit). General Permit coverage is obtained by certifying and filing a Notice of Intent (NOI) with the Regional Board. The Contractor will prepare and the City will file the NOI unless specified otherwise in the Special Provisions.

Additionally, unless specified otherwise in the Special Provisions, the Contractor shall prepare a SWPPP in accordance with the General Permit or other permit specified in the Special Provisions. The SWPPP shall be prepared by an individual qualified and certified about storm water pollution prevention methods and requirements, and shall be signed by the preparer of the SWPPP. The SWPPP shall be implemented by the Contractor before Work commences. The Contractor may not be allowed to mobilize until the plan is accepted. The SWPPP shall be kept onsite at all times, updated for the various phases of the project, and made immediately available for City and Regional Board Inspectors upon request. Updates shall be submitted to the City immediately for review. At a minimum, the SWPPP shall include all elements as specified in the State's order.

10-4.05 Erosion and Sediment Control Plan

Construction projects involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more, are required to comply with the provisions of Chapters 15.28 of Title 15 of the City Municipal Code.

The Erosion and Sediment Control Plan (ESCP) shall be prepared by a qualified and certified practitioner. When requested by the City, the ESCP shall be reviewed by the City before work commences. Unless otherwise approved by the City, the Contractor will not be allowed to mobilize until the plan is prepared. If the Contractor's methods fail to prevent erosion or siltation, the Contractor shall revise and adjust the control measures to provide effective control, and shall be responsible for any damage, fine, and/or administrative civil liabilities resulting from erosion or siltation originating on the Work site and any other site the Contractor controls or passes through.

10-4.06 Minimum City Requirements – Best Management Practices for Construction Activities.

All construction contractors performing work in the City shall conform to adopted City standards. In addition to any adopted BMPS or other requirements for construction projects adopted by the City, the following requirements shall apply to all projects undergoing construction in the City. The requirements set forth below shall apply.

1. Sediment, construction waste and other pollutants from construction sites and parking areas, including runoff from equipment at construction sites, shall be retained on the site to the maximum extent practicable.

2. Any sediment or other materials that are not retained on the site shall be removed the same day as the projects are completed. Where determined as necessary by the director, a temporary sediment barrier shall be installed.

3. Plastic covering may be utilized to prevent erosion of an otherwise unprotected area, along with runoff devices to intercept and safely convey the runoff.

4. Excavated soil or stockpiled base materials shall be located on the site in a manner that minimizes the amount of sediments running into the street or adjoining properties. Soil and materials piles shall be covered until the soil is either used or removed. Soil and materials shall not be placed on paved streets or sidewalks without specific permission of the City.

5. No washing of construction or other industrial vehicles shall be allowed on a construction site or property adjacent to a construction site.

6. Drainage controls shall be utilized as needed, depending on the extent of the proposed grading and topography of the site, including but not limited to the following: detention ponds, sediment ponds, infiltration pits, dikes, filter berms, ditches, down drains, chutes, or flumes.

Notification to the Project Manager shall be required within twenty-four (24) hours following the failure of authorized measures to prevent erosion or sediment from leaving the construction site, the deposit of debris or material on adjoining property or public rights-of-ways, or the interference with any existing watercourses or drainage facilities.

10-4.07 Compliance

Compliance with the provisions in this Chapter does not relieve the Contractor of the responsibility for compliance with other Contract provisions.

The Contractor shall perform routine inspection and maintenance of BMP's. Inspections shall be done prior to, during, and after each rain event. The Contractor is solely responsible for preparing and maintaining inspection and monitoring records; and for including those records in the SWPPP or, in the case of Erosion and Sediment Control Plans, the site or project Maintenance Log, copies of which shall be available to the City for review upon request.

The Contractor shall immediately correct or replace any ineffective BMP. If the measures taken by the Contractor are inadequate to effectively control water pollution, the City may direct the Contractor to revise the operations and water pollution control program. The City may restrict work from being performed until the water pollution control measures are adequate and, if required, a revised water pollution control program is in place. Continued noncompliance may result in the City suspending the Work in accordance with Section 5-21, above. The City reserves the right to take corrective action and withhold City costs for corrective action from progress payments or final payment in accordance with Section 8-8, above.

Any fines, including third-party claims, levied against the City as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 8-8, of the General Provisions.

10-4.08 Payment

Except as otherwise provided in the Special Provisions, full compensation for compliance with all applicable erosion and sediment control and storm water pollution and prevention requirements will be included in the prices paid for the various Contract items of work and no

additional compensation will be allowed.

10-5 CONTROL OF WATER IN THE WORK

When groundwater or surface run-off water is encountered, the Contractor shall furnish, install, maintain, and operate all necessary machinery, appliances, and equipment to keep excavations and wet areas reasonably free from water. De-watering operations shall remain in effect until the Work has been completed, inspected, and approved, and all danger of flotation and other damage is eliminated. Water pumped from waterways, trenches, excavations, or low spots shall be disposed as specified in the Special Provisions or as directed by the City.

The Contractor is not allowed to dispose of any water that contains sediment or other contaminants. The Contractor is responsible for providing filtration, settlement, or disposal facilities as required to comply with the requirements of Section 10-4, above.

10-6 NOISE CONTROL

The Contractor shall comply with all local noise control and noise level rules, regulations, and ordinances that apply to the Work. The Special Provisions may contain specific or additional requirements. Internal combustion engines used for any purpose on the Work must be equipped with a muffler recommended by the manufacturer.

10-7 CONTAMINATED AND HAZARDOUS MATERIALS OR ENVIRONMENTS

10-7.01 Contaminated or Hazardous Materials

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes that apply to the handling, storage, and disposal of contaminated and hazardous materials. All work involving material containing asbestos must be performed in accordance with California Labor Code, Sections 6501.5 through 6510 and California Code of Regulations, Title 8, Section 5208 and any other pertinent regulations.

10-7.02 Hazardous Environments

Existing sewers and appurtenances exposed to sewage and industrial wastes are considered contaminated with disease-causing organisms. The Contractor shall advise all personnel (including Subcontractor personnel) in contact with contaminated facilities, debris, wastewater, or similar items of the necessary precautions to avoid disease. It is the Contractor's responsibility to urge all personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

10-8 USE OF EXPLOSIVES

The Contractor shall not use explosives on the Work unless the City grants permission in writing or the use of explosives is specified in the Contract Documents, and then only under such conditions as the City prescribes.

10-9 SANITARY REGULATIONS

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes with respect to sanitation. The Contractor shall obey and enforce such sanitary requirements, and shall take precautions against contagious or infectious diseases. Sanitary conveniences for the use of the workers shall be constructed or installed and maintained by the Contractor. The Contractor shall strictly enforce use of such facilities.

10-10 CONFINED SPACES

10-10.01 Contractor Responsibilities and Qualifications

When working in a confined space, the Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, the Contractor shall submit for City review a copy of the entry permit and associated documentation. The Contractor's submittal shall be made thirty (30) days prior to any confined space entry in accordance with Section 5-8, above. The Contractor will not be allowed to make a permit-required confined space entry until the City has reviewed the Contractor's qualifications and proposed methods.

The Contractor shall conform to the procedures established by the Contractor's submittal during all confined space operations. Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. The Contractor shall also provide all monitoring, safety, and communications equipment required for confined space operations.

10-10.02 City Responsibilities for Permit Confined Spaces

The Contractor shall be provided with information regarding known hazards and known or potential permit spaces. After the City has reviewed the Contractor's submittal to perform permit-required confined space entry work, the Contractor will be provided with the following:

- Notification of the location, physical characteristics, known hazards, etc. regarding the permit-required confined space the Contractor anticipates entering.
- Information regarding safety items (e.g. nearby emergency equipment), precautions, procedures, safeguards, etc. installed or implemented and that may be available to the Contractor's employees in or near the permit-required confined space.

The City's failure to identify a confined space does not relieve the Contractor of the responsibility for compliance with the requirements of Article 108 (Cal-OSHA) and this Chapter.

10-10.03 Existing Sewers and Storm Drains

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drain pipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

10-10.04 Joint City – Contractor Entries

Unless otherwise directed in writing by the City, when City employees work alongside the Contractor in a permit-required confined space, the permit procedures for both the City and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.

10-11 CLEANING UP

The Contractor shall keep the site in a neat and presentable condition. The Contractor shall dispose of surplus materials, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work. When material is disposed of outside of an easement, street, or highway right-of-way, or other City-owned properties, the Contractor shall do so in accordance with the Contract Documents.

10-12 ARCHEOLOGICAL AND CULTURAL RESOURCES

If archeological or cultural resources are discovered during the Work, the Contractor shall cease all construction operations in the vicinity of the discovery until a qualified archeologist can assess the value of these resources and make recommendations to the State Historic Preservation Officer. Archeological and cultural resources include artifacts, large amounts of bone, shell, or flaked stone, and other evidence of human activity. If the State Historic Preservation Officer or the City directs that work be temporarily ceased at the location of an archeological or cultural find, the Contractor shall temporarily suspend work at the location.

If the City or the State Historic Preservation Officer temporarily suspends a portion of the Work for cultural purposes, any associated delays are considered excusable in accordance with Section 7-12.02, “Excusable Delays”, above.

10-13 PROTECTION OF EXISTING TREES

Special attention shall be given to protection of certain native and ornamental trees or shrubs, landmark trees, and all native oak trees. Additional requirements for specific trees may be shown on the Plans, or designated in the Special Provisions or by the City. No native oak trees shall be removed or disturbed unless specifically designated for removal on the Plans or by the City. Every reasonable effort shall be made to avoid creating conditions adverse to the tree’s health. The natural ground three (3) fee outside of the drip line of protected trees shall remain as undisturbed as possible. All protected trees within the Work area that require pruning for construction clearance shall be pruned prior to commencement of construction. Native oak trees that require pruning of branches larger than two inches (2”) in diameter shall be pruned by a Certified Arborist.

CHAPTER 11 – PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS

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CHAPTER 11 PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS

11-1 GENERAL

Preconstruction photographs will only be required when specified in the Special Provisions. Record Drawings are required on all City Work, unless directed otherwise in writing by the City.

11-2 PRECONSTRUCTION PHOTOGRAPHS

Preconstruction digital photographs shall be taken by the Contractor at one-hundred foot (100') intervals along the route of the Work before any construction begins. The view in each photograph shall show the date; and include name of the Project, lateral or street, and applicable station designation in the form of a sign or legend in the record book. The views in preconstruction photographs shall include the entire construction zone and, in particular, show the interface between the right-of-way and construction zone, and abutting property features such as, but not limited to, condition of existing streets, sidewalks, driveways, fences, landscaping, buildings abutting work site, and existing surface utility facilities on and close to the Work. All essential features of the project area shall be shown accurately. The City may order additional photographs showing additional features or orientations, if the City determines that all essential features are not accurately or adequately shown.

11-3 RECORD DRAWINGS

The Contractor shall maintain a neat and accurately marked set of Record Drawings (as-builts), which shall be provided to the City for review and approval prior to final acceptance of the Work. The Record Drawings shall represent the Work as constructed and document changes to the Work shown on the Project Plans, and shall show the actual as-constructed conditions of installed or modified systems, equipment, and material.

Record Drawings shall be produced by marking a full size copy of the Project Plans as follows:
Red - Additions including notes and dimensions.
Green - Deletions (by hash marks or appropriate lines through the deletion.)
Graphite (gray) - General comments and notes used by Contractor or City and not required on the as-built.
Yellow – Work completed as shown and used by the City in field review of the as-built, during the submittal phase.
Blue – City verification and notes required to be added and noted by the City in review of the as-built, during submittal phase.

The Record Drawings shall show, by field measured dimensions, the exact locations of all underground work, including all sprinkler system piping and components, and the final elevations and locations of all improvements constructed, modified or adjusted. Record Drawings shall be available for inspection by the City at all times and shall be updated at least weekly with all changes pertinent to Field Directives, other written directives, RFI responses, and Change Orders shown thereon. Progress payments or portions thereof may be withheld if Record Drawings are not kept up to date.

Unless otherwise specified in the Special Provisions, the Contractor shall submit two (2) sets of Record Drawings to the City at the final inspection for review. Upon approval, the Contractor shall submit one paper set and electronic versions (AutoCAD, PDF, or TIF) on CD or flash drive. These Record Drawings shall include certification by the Contractor that the Record Drawings are a true representation of the Work as actually constructed. The Work will not be formally accepted until the Record Drawings are provided to and approved by the City. Final payment or a portion thereof may be withheld if final Record Drawings are not provided.

11-4 MEASUREMENT AND PAYMENT

When the Contract includes a separate item for preconstruction photographs, preconstruction photographs will be paid for at a lump sum price. The lump sum price paid for preconstruction photographs includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in taking and submitting preconstruction photographs, or optional video tape, as specified in these Specifications and the Special Provisions, and as directed by the City. When the Contract does not include a payment item for preconstruction photographs, full compensation for preconstruction photographs is included in the prices paid for the various items of work and no separate payment will be made.

Full compensation for Record Drawings is included in the prices paid for the various items of work and no separate payment will be made.

CITY OF ROCKLIN
LANDSCAPE MAINTENANCE & MOW SERVICES-
SPECIFICATIONS

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LANDSCAPE MAINTENANCE & MOW
SPECIFICATIONS

1. SCOPE

A. Furnish all labor, materials, tools, equipment, and transportation required to perform mowing, edging, trash and debris removal**,** cleaning of sidewalks, care of shrub beds, care of ground cover plantings, fertilization, pre-emergent, post-emergent, aerating, applications of pesticides, pruning and staking, grass and weed control, renovation of turf, and other items specified herein and listed on the proposal.

B. It is the responsibility of Contractor to assure that all turf and planting is kept in a healthy growing condition by cultivating, mowing, edging, fertilizing, pre-emergent, post-emergent, and by performing any other necessary operations of maintenance. If the Contractor observes any issues that are not within their scope of work they shall immediately report them to the project manager.

2. CONTRACTOR EXPERIENCE

A. Contractor shall demonstrate through previous or existing contacts the ability and knowledge to manage a contract of this size. Contractor shall provide a list of experience and contact information on Exhibit "B" of the bid documents and submit at time of bid.

3. INTERFERENCE

A. Contractor shall conduct the work required in such manner as to cause the least amount of interference to the public.

B. Contractor recognizes that, during the course of this Agreement, other activities and operations may be conducted by City work forces and/or other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. Contractor may be required to modify the weekly schedule and shall promptly comply with any request made by the City Inspector. To the extent that any such modifications may alter the specifications in the agreement, City will evaluate the need to amend the contract.

4. DAMAGE/NON-PERFORMANCE

A. All landscaping covered under this contract will be evaluated on a regular basis by the City Inspector. Any damage identified will be noted and reviewed with Contractor at meetings to be scheduled by City.

B. Any damage to landscaping, equipment or any related structures (e.g., valve boxes, drains, treestakes) due to Contractor's negligence during the performance of any provision of this agreement shall be the responsibility of the Contractor. The City Inspector will determine who is responsible for such negligence.

C. Contractor will have five (5) working days to repair and correct any damages once Contractor has been notified by the City Inspector. Any time extension or deviation will require the coordination and approval of the City Inspector. The damaged area will be restored to its original condition unless otherwise specified by the City Inspector. Contractor will notify the City in writing that the repairs and/or corrections have been completed no later that two (2) business days after they have been finished.

D. If sprinklers are damaged by Contractor during the course of this contract by mowing and/or other construction, Contractor shall repair such damages at Contractor's sole expense. Repairs shall be completed within 24 hours of notification by the City. Repairs not completed with 24 hours of notification will be completed by City and all costs incurred shall be withheld from the contracted monthly invoice.

E. Non-performance by Contractor that results in City personnel performing unnecessary work in preparation for Contractor, or completing work that should have been performed by Contractor will result in the actual cost being charged back to Contractor. These costs will be deducted from the monthly invoice.

F. Failure to perform as specified in the scope of work will be determined by the City inspector. Any inspection reports showing non-performance will be grounds for the recuperation of part or all of the monthly costs of the affected site per the square foot price from the Contractor. The decision to apply the charges shall be at the sole discretion of the Parks & Facilities Operation Manager. This includes but is not limited to non-adherence to the approved mow schedule without the City inspector's approval.

5. TRASH AND DEBRIS REMOVAL

A. Complete trash and litter pickup for the removal of paper, glass, trash, undesirable materials, and all accumulated debris within the park and landscaped areas is to be performed each time the site is serviced. This includes, but is not limited to, walkways, sidewalks, all turf and planted areas, planters, drains, catch basins, and gutters. Tree limbs, including limbs from Oak trees, will also be included in debris removal. If the limb is of significant size, Contractor will notify and coordinate removal with the City. This will require a thorough inspection of the areas at least once a week. The

Contractor can unload the City of Rocklin's collected trash and debris at the appropriate location in the City's Corporation Yard. The City's personnel will continue to remove trash and debris from the trash receptacles per the established City schedule.

B. Complete litter pickup and supplemental hand sweeping of parking lot corners and other parking lot areas along gutters/curbs inaccessible to power equipment shall be accomplished to ensure a neat appearance. Debris is not to be swept or blown into the street. It is Contractor's responsibility to remove debris and dispose of it offsite.

C. Where City provides trash receptacles, it will be the responsibility of the City's personnel to empty them and properly dispose of the contents, and to keep receptacles clean. Contractor shall not dispose of trash and debris in these receptacles.

Exception: All receptacles in the downtown streetscape area located on Pacific Street between Midas and Bush Street shall be emptied and cleaned weekly by the Contractor. There are approximately ten (10) receptacles currently located in this area.

D. Accumulation of leaves shall be removed from all landscaped areas including walls, gutters, beds, planters, tree perimeters, and parking lots, and removed from the site. The tree perimeter is defined as four feet (4') from the turf or planter edge to the tree trunk. If leaves are blown into the tree perimeter, they must be picked up. Some sites might require additional visits during leaf season. Contractor will remove leaves on a weekly basis and dispose of them offsite.

6. SIDEWALKS

A. Sidewalks and paved areas shall be swept and cleaned of dirt or soil that might be washed from adjacent slopes or planted areas, as required. Turning equipment on the sidewalks should be avoided in order to prevent the marking and staining of the concrete. In the event that the sidewalks are stained with grass and/or rubber tire marks, the Contractor will clean the area affected.

B. All plant growth shall be prevented in any cracks, in curbs, or in street gutters.

7. LANDSCAPE & MOW MAINTENANCE SCHEDULE:

A. Contractor shall establish with the Landscape Services Supervisor a set maintenance schedule for all streetscapes including but not limited to weekly mowing and monthly maintenance. Any deviation to the set schedule will be communicated in writing and approved in advance by the City Inspector

prior to its implementation.

8. STAFFING HOURS AND DAYS FOR MAINTENANCE SERVICES

A. Contractor shall perform the required maintenance service as follows:

1. Four (4) Landscape Maintenance Laborers (not including management or administrator work) for a total of Forty Hours per week.
2. Landscape areas between the hours of 7:00a.m. and 6:00p.m. Monday through Friday, and on Saturday with approval of City Inspector.

B. No maintenance functions that generate excess noise, which would cause annoyance to residents of the area, shall be commenced before 7:00 a.m., Monday through Saturday. The City has established a schedule for work to be followed in the performance of this contract. All streetscape scheduling will be coordinated with the Operations Manager or his designee. Any deviations to the schedule will be coordinated and approved by the City Inspector prior to any work commencing. Contractor shall conduct the work at all times in a manner that will not interfere with normal park use, pedestrian traffic on adjacent sidewalks, and vehicular traffic on adjacent streets.

C. Any modification in the hours and days of maintenance service as stated in the Contractor's Service Schedule is subject to approval by the City Inspector.

9. SIGNS/IMPROVEMENTS

A. Contractor shall not post signs or advertising material upon the site premises, unless prior approval is obtained from the Inspector.

B. Contractor will remove all paper and cardboard signs from work site, including removal of signs from utility poles.

10. TREES

This section, Section 10, pertains to streetscapes and open space areas only.

A. Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance typical of the species with proper safety clearance and structure.

B. The Contractor shall maintain existing stakes and ties on all trees until such time as they are no longer needed for support, as determined by the Agency. Stakes and ties shall be inspected at least twice yearly or as required by weather conditions, to prevent girdling of trunks and branches and to prevent rubbing that causes bark wounds. The Agency shall be responsible for needed additional stakes and ties. Contractor shall be responsible for installation and

maintenance. Removed stakes shall be turned over to the Agency.

C. Trees shall be checked annually and pruned as needed to insure proper growth in compliance with the following guidelines:

1. Safety Clearance on Trees - maintain trees to achieve an eight foot (8') clearance for all branches over sidewalk and within the landscaped areas, and fourteen foot (14') clearance for branches overhanging beyond curb line into the paved section of roadways to maintain safe vehicular and pedestrian visibility, clearance, and access.

2. Prune trees to reveal all street signs.

3. Remove all dead, diseased and insect infested branches and limbs. Report severe damage or hinging limbs that are above fifteen feet (15') to the Inspector immediately. Climbing spurs shall not be used. Apply insecticides as needed and described in Section 14, Part F (Use of Chemicals).

4. Prune branches that are rubbing on walks, fences, and buildings.

5. Prune suckers, water sprouts, and other undesirable growth on trees.

6. Special emphasis shall be placed on public and employee safety during all operations, particularly when adjacent to roadways.

7. At the Contractor's expense, all trimmings and debris shall be chipped, removed and disposed the same day at the City's Corporation Yard, 4081 Alvis Court, Rocklin, CA, during business hours of 7:30am – 4:00pm. The chipped trimmings and debris shall be placed at the appropriate location in the City's Corporation Yard.

8. All pruning shall be done using the Western Chapter of the International Society of Arboriculture's pruning standards, approved methods and techniques. Excessive pruning, stubbing back, or topping will not be permitted. All pruning cuts shall be made beyond, and close to, the branch collar ring. Trees shall be cleanly cut with no tearing of the bark. Shearing or "lopping" will not be permitted unless specifically approved by the Inspector. The Contractor shall provide replacement trees and shrubs, at contractor's expense, if trees are "topped" or if the Western Chapter of the International Society of Arboriculture's pruning standards is not met.

9. All limbs 1 1/2" or greater in diameter shall be undercut to prevent

splitting.

10. All limbs shall be lowered to the ground using a method that prevents damage to the remaining limbs.

All pruning equipment utilized shall be clean, sharp and expressly designed for tree pruning.

11. SHRUBS

A. Shrubs shall be pruned twice per year or more frequently as needed to maintain established height and shape or to prevent encroachment into other areas.

1. Prune hedges and shrubs to maintain eight foot (8') clearance above sidewalks and fourteen foot (14') clearance overhanging beyond curb line into the paved sections of roadways to achieve safe vehicular and pedestrian visibility, clearance, and access.

2. Prune hedges to reveal all street signs.

3. Remove all dead, diseased, insect infested and unsightly branches. Remove all vines or other growth as it develops within any shrub/hedge. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas. Vines that cover sound walls are not to be removed unless directed to do so by Inspector. Apply insecticides as needed and described in Section 14, Part F (Use of Chemicals.

4. At the Contractor's expense, all dead shrubs shall be chipped, removed and disposed the same day at the City's Corporation Yard, 4081 Alvis Court, Rocklin, CA. Notify Inspector prior to removal of shrubs/hedges. The chipped trimmings and debris shall be placed in the designated area provided by the City.

5. Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming. In no case shall hedge shears be used as a means of pruning, unless prior authorization from the Inspector has been obtained.

6. All pruning cuts shall be smooth, leaving no stubs exposed. Ragged or chewed appearance is not acceptable.

12. GROUND COVER

A. Ground cover shall be kept free of weeds, litter, debris and leaves. Ground cover beds shall be maintained within their intended bounds and shall not be

permitted to encroach into shrub beds or adjacent areas, or in any manner deemed undesirable by the Inspector. Ground cover shall not exceed three inches (3") beyond the inside side edge of the curb or border.

B. Ground cover plantings shall be thinned and pruned for the health of the planting and the appearance of the site, and at such other times when directed by the Inspector.

C. Replanting may be required to maintain continuity of the ground cover area. Replacements will be provided by the City.

13. TURF

A. Dwarf Tall Fescue Turf shall be mowed to maintain a uniform height of no more than two and one-half to three and one-half inches (2½"-3½") unless otherwise specified by the City Inspector. This will require weekly mowing except for the sports fields which will require an additional (2nd) mowing per week. (Margaret Azevedo Soccer Field is covered under the Celebration Bermuda Section). During the winter months (November 1 – February 28), weekly mowing will be reduced and the frequency of mowing will be determined by growing conditions and subject to review by the City Inspector.

B. Celebration Bermuda Turf shall be mowed to maintain a uniform height of no more than three-quarters of an inch to one inch (3/4"- 1") unless otherwise specified by the City Inspector. A Reel Mower is required for all mowing of the Celebration Bermuda Turf, no exceptions. This will require mowing three (3) times per week during the peak growing season. As the growing conditions change in the winter months, the mowing frequency will be reduced and subject to review by the City Inspector. Prior to dormancy in October, the over-seeding of Ryegrass (done by Rocklin Youth Soccer Club) will cause the continuation of the mowing throughout the winter months.

C. Mulching of cuttings is allowed. At the Contractor's expense, the Contractor shall separately bag, remove and dispose of all excessive grass clippings at the City's Corporation Yard, 4081 Alvis Court, Rocklin, CA. The bagged trimmings shall be placed in the designated area provided by the City.

D. Edges of lawn, ground cover, valve boxes, drains, and utility boxes shall be trimmed weekly for neat appearance. Clippings shall be vacuumed or blown off walks. The clippings are not to be blown into the tree perimeter area, onto sidewalks, or into the streets, curbs and gutters. Trimming will take place at the same time the turf is mowed unless otherwise directed by the City Inspector.

E. In no case shall string line trimmers be used around the base of trees. All turf

within 12-inches of the tree base shall be chemically removed.

F. Before mowing operations begin the area will be physically walked and visually inspected and all debris including stones and limbs shall be removed.

G. A 21-inch push mower will be used in areas where the likelihood of scalping and/or wet spots would prevent the use of a riding mower. If the area is unable to be mowed by a 21-inch push mower, then a weed eater will be used.

H. Fertilization: All City streetscapes and parks shall be fertilized six times per year, February, April, June, August, October, and December per manufacturer's specifications. All fertilizer that accumulates on the sidewalks, streets, curbs, or gutters shall be immediately removed in accordance with the Clean Water Act**.** See Exhibit F for the Quantities required for all of the Parks.

I. Aeration: All turfed areas shall be aerated two (2) times per year, once prior to the April 1st fertilization and once prior to the October 1st fertilization. The following shall apply:

1. A mechanical coring tine aerator (e.g., Toro Procore 440 Aerator, Ryan LA 28 walk-behind aerator or equivalent) shall be used. Contractor shall provide documentation, prior to bid award, that a mechanical coring tine aerator will be available for their use during the time period identified for aeration.

2. Where there are areas that are too small to use the "Toro" aerator, a "Ryan" walk-behind aerator or equivalent will be used. Contractor shall provide all materials, equipment, and labor.

3. All sprinkler heads will be staked by City personnel prior to aerating. The aeration will take place the same day the sprinklers are flagged. Failure to do so will result in any re-flagging costs being charged back to Contractor. Any damage incurred as a result of the aerating shall be repaired at Contractor's expense.

J. Renovation: Repair and replacement of turf damaged due to the negligence of Contractor shall be repaired by Contractor to the satisfaction of the City Inspector. Repairs to turf areas shall be made with sod or seeded as determined by the City Inspector. Depressions in the turf created by Contractor's equipment shall be brought level to grade with topsoil and sod or seed as determined by the City Inspector.

14. OPEN SPACE WEED ABATEMENT

A. Whitney Ranch Open Space: All open space areas within the designated area (refer to Exhibit A-3). Contractor shall perform weed abatement to include but not limited to abatement along and around all fence and wall lines, trees, and shrubs. Weed abatement will occur twice yearly as coordinated by the City Inspector.

15. USE OF CHEMICALS

A. A pesticide program for the control of weeds, fungus, insects, and rodents, shall be applied a minimum of four applications per year and as needed follow up spot treatments to maintain control The Contractor shall comply with the California Department of Pesticide Regulation and the Placer County Department of Agriculture's regulations governing the use of pesticides. The Inspector shall be notified one week prior to expected date of application of any pesticide.

B. The Contractor will be responsible for the pest control recommendations for all pesticides applied within the City of Rocklin. Should any unforeseen chemical application be necessary, the City shall be notified fourteen (14) days prior to the application.

1. All chemical applications shall be done with extreme care to avoid any hazard to any person, pet or damage to property in the area. All pesticides shall be applied according to the Pesticide Control Advisor's written recommendation and the manufacture's label. Material, timing, rate of application, and application shall be applied by persons holding a Qualified Applicator Certificate issued by the California Department of Pesticide Regulation.

2. Records of all operations, stating dates, times, methods of application, chemical formulations, applicators names and weather conditions shall be made and retained in an active file for a minimum of two (2) years by the Contractor. These records must be available for review upon request from the Inspector, County, State or Federal Officers.

3. A State of California Monthly Summary Pesticide Use Report and a City of Rocklin Daily Pesticide Operation Report shall be turned into the City with monthly invoice (see Exhibit F - Monthly Summary Pesticide Use Report and Exhibit G - City of Rocklin Daily Pesticide Operation Report).

4. All chemicals requiring a special permit for use must be registered with the Placer County Agricultural Commissioner's Office and a permit obtained with a copy to the City. A Pest Control Advisors

recommendation must be on file with the Inspector prior to use of special permit chemicals.

5. Shrub beds, D.G. pathways, ball field warning track/perimeter areas, and lawns shall be kept reasonable free of weeds. Weeding may be done manually or by use of selective pesticides. If weeds are allowed to grow past 6" (inches) before an herbicide application is applied, it may be necessary for the contractor to mechanically or manually remove the weeds after the application of herbicide.

6. The following products have been approved for use on rights-of- way, parks and other properties owned by the City of Rocklin. Each application for weed control will include a pre-emergence and post-emergence. No other product may be applied without obtaining prior written approval from the City of Rocklin. The pre and post emergence products approved for use are:

   Dimension 2EW
   Roundup Pro Max
   Pendulum Aquacap

16. REPLACEMENT OF PLANT MATERIAL

A. The Contractor shall notify the Inspector within four (4) days of the loss of plant material due to any cause.

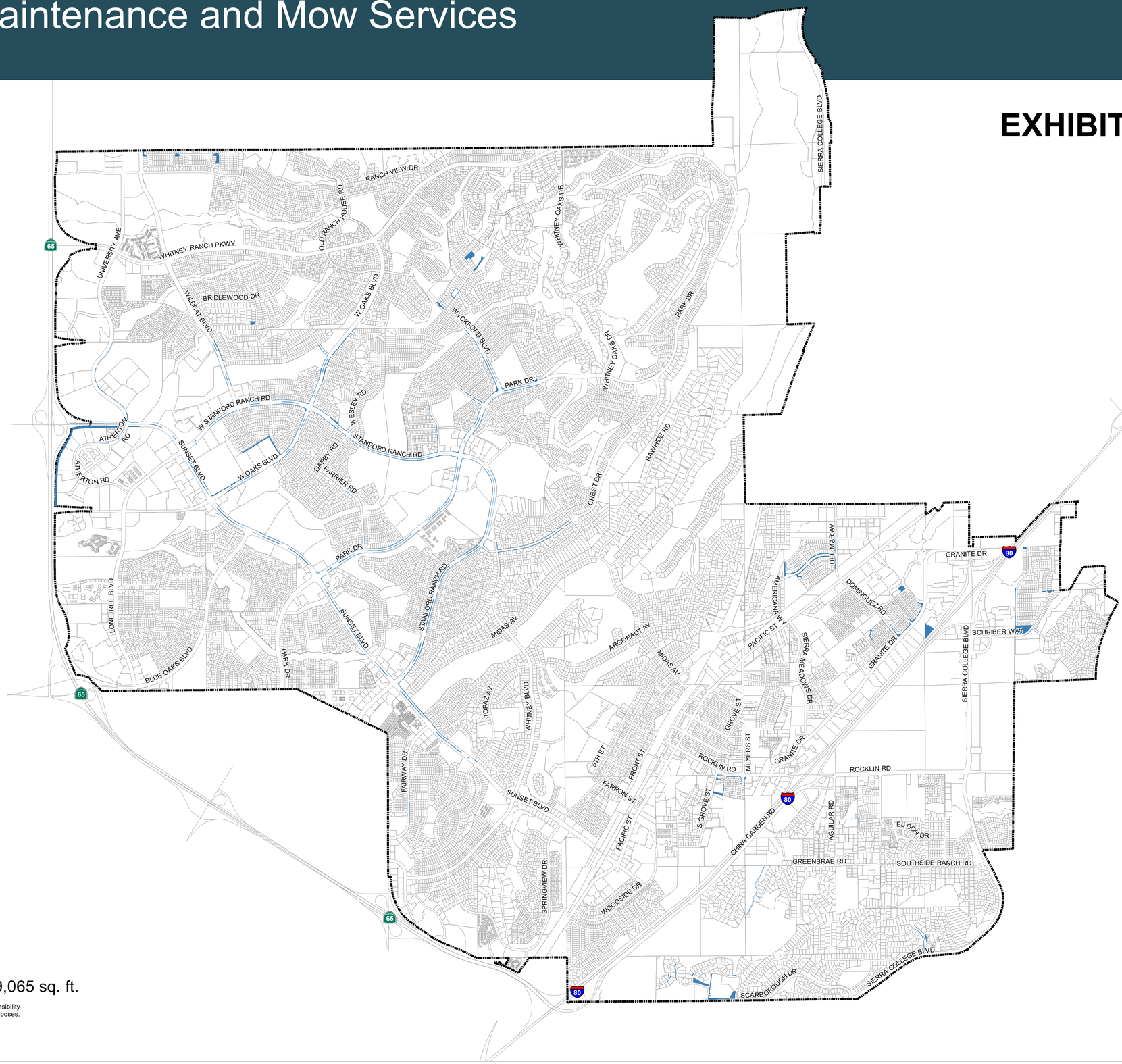
B. Contractor is responsible for cost of replacing trees, shrubs, turf, or ground cover, if loss was due to his negligence, as determined by the Inspector.

All exceptions to the guidelines above will be at the City's discretion only.

Landscape Maintenance and Mow Services

ROCKLIN
CALIFORNIA

EXHIBIT A



Landscape

LL2 - Fund 235 - 899,065 sq. ft.

All quantities shown are estimates. It is the Contractor's responsibility to verify the square footage for both bidding and contract purposes.

NOT TO SCALE

ROCKLIN
CALIFORNIA

CITY OF ROCKLIN BID SUMMARY

PROJECT: 2025 L&L2 Landscape Services on City-Owned Pocket Parks, Streets, and Right-of-Ways	
DATE: November 21, 2024	TIME: 1:30pm

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
1. Pride Industries Inc	$1,018,878.00	$	2	X
2. Elite Maintenance & Tree Services	$1,177,775.15	$	2	X
3. Dominguez Landscape	$1,537,401.15	$	2	X
4. Brightview Landscape Services Inc	$1,348,597.50	$	2	X
5. Landscape & Tree Company	$1,213,737.75	$	2	X
6.	$	$		
7.	$	$		
8.	$	$		
9.	$	$		
10.	$	$		

Diane Ahn
Diane Ahn, Finance

11/21/24
Date

Marguerite Bolster-Koller
Marguerite Bolster-Koller, Deputy City Clerk

11/21/2024
Date

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Plants, Trees, and Bark Services – Bid Award

Date: January 14, 2025

Submitted By: Rick Lawrence, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Awarding the Contract for the Plants, Trees, and Bark Services Project to Pride Industries One, Inc. and Authorizing the City Manager to Execute an Agreement.

Background:
The Plants, Trees, and Bark Services Project is included Fiscal Year (FY) 2024/25 Operating Budget approved by the City Council on June 25, 2024. This project consists of the placing of trees and plants and placing of landscape material within the city landscape right-of-ways, streetscapes, City parks and around other City owned facilities.

The bid for the Plants, Trees, and Bark Services Project was advertised on November 1, 2024, and November 8, 2024, with the bid opening on Tuesday, November 21, 2024. Three (3) bids were received from the following companies (see Attachment 3):

CONTRACTOR	BID AMOUNT
Pride Industries One, Inc. (Roseville)	$241,286.00
Elite Maintenance & Tree Service (Bakersfield)	$310,215.00
The Landscape and Tree Company (Roseville)	$462,722.30

Staff has reviewed the bids for sufficiency, confirmed they were responsive, and determined Pride Industries One. Inc. submitted the lowest responsible bid. Staff recommends that the City Council award the contract to Pride Industries One. Inc. Pursuant to Rocklin Municipal Code section 3.04.050, the City Manager will have change order authority up to fifteen (15) percent of the contract amount ($36,192.90) for a total authorized project amount of $277,479.00 (rounded).

Environmental Analysis:
The City of Rocklin's Environmental Coordinator has reviewed the Plants, Trees, and Bark Services project and determined that it falls under the previously approved Notice of

Exemption for the Citywide Mow Services projects (Resolution No. 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 in the FY 2024/25 Operating Budget under the Community Facilities District No. 5 Fund (232), SB 325 Sales Tax Fund (210), and Landscape & Lighting District No. 2 Fund (235).

ATTACHMENTS:
1. Resolution
2. Resolution Exhibit A - Agreement
3. Bid Summary

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AWARDING THE CONTRACT FOR THE PLANTS, TREES, AND BARK SERVICES PROJECT TO PRIDE INDUSTRIES ONE, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT

WHEREAS, the Plants, Trees, and Bark Services consists of the placing of trees and plants and placing of landscape material within the city landscape right-of- ways, streetscapes, city parks and around other city owned facilities; and

WHEREAS, the invitation for bids was advertised November 1, 2024, and November 8, 2024, with the bid opening Thursday, November 21, 2024, and bids were thereafter examined and found to be in compliance with all applicable specifications; and

WHEREAS, the lowest responsible bid was determined to be $241,286.00, submitted by PRIDE Industries One, Inc. and staff recommends that the contract for the project be awarded to PRIDE Industries One, Inc.; and

WHEREAS, pursuant to the Rocklin Municipal Code, section 3.04.050, a contingency amount of fifteen (15) percent of the contract $36,192.90, is automatically authorized for all public works project contracts awarded by the City Council or the City Manager, as long as adequate funds have been appropriated, bringing the total authorized Project amount to $277,479.00 (rounded); and

WHEREAS, this project is funded using Community Facilities District 5 (232), Sales Tax (SB325) (210), and Lighting & Landscape 2 (235) Funds.

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

Section 1. The contract for the Plants, Trees, and Bark Services is awarded to PRIDE Industries One, Inc. and the City Manager is authorized to execute the Agreement with PRIDE Industries One, Inc. in substantially the form attached hereto as Exhibit “A.”

PASSED AND ADOPTED this 14th day of January, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

CONSTRUCTION AGREEMENT

THIS AGREEMENT, dated for identification as of January 14, 2025, is between the **CITY OF ROCKLIN**, a municipal corporation, (hereinafter called "City"), and **PRIDE INDUSTRIES ONE, INC.,** a Corporation (hereinafter called "Contractor").

The parties hereto mutually agree to the terms and condition set forth herein.

I. CONTRACT DOCUMENTS

A. The Contract Documents referred to herein are incorporated herein by reference as if set forth in full in this Agreement.

B. Work called for in any one Contract Document and not mentioned in another is to be performed and executed as if mentioned in all Contract Documents. The table of contents, titles and headings contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect or limit the interpretations of the provisions to which they refer.

C. The Contract Documents shall include the Notice to Contractors, Addenda, Bid Form, Agreement, Plans, General Provisions, Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, all required bonds, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

D. The General Provisions shall mean and refer to the current General Provisions of the City of Rocklin, which are incorporated herein by this reference as if set forth herein.

II. DEFINITIONS

Unless otherwise specifically provided herein, all works and phrases defined in the General Provisions shall have the same meaning and intent in this Agreement.

III. AGREEMENT CONTROLS

In the event of a conflict between the terms and conditions as set forth in this Agreement and the terms and conditions set forth in other Contract Documents, the terms and conditions set forth in this Agreement shall prevail.

IV. SCOPE OF CONTRACT

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor and material and transportation necessary to perform and complete in a good and workman like manner to the satisfaction of City, all the work required for the Contract for the Project entitled: **Plants, Trees, and Bark Services**

V. CONTRACT AMOUNT AND PAYMENTS

City agrees to pay and Contractor agrees to accept, in full payment for the above work, **Two Hundred Forty-One Thousand Two Hundred Eighty-Six Dollars ($241,286)** as the

stipulated sum price which Contractor bid in its Bid Form, subject to additions and deductions by Change Order(s) as provided in the General Conditions.

VI. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be in accordance with the General Provisions.

IIIII. RETENTION OF SUMS CHARGED AGAINST CONTRACTOR

When, under the provisions of this contract, City shall charge any sum of money against Contractor, City shall deduct and retain the amount of such charge from the amount of the next succeeding progress estimate, or from any other moneys due or that may become due to the Contractor from City. If, on completion or termination of the Contract, sums due contractor are insufficient to pay City's charges against him, City shall have the right to recover the balance from Contractor or his sureties.

IVIII. TIME OF COMPLETION

A. The entire Work shall be brought to completion in the manner and within the time period provided for in the Contract Documents, commencing on the date of issuance of the Notice to Proceed.
B. Failure to complete the Work by the completion date and in the manner provided for by the Contract Documents shall subject Contractor to liquidated damages as hereinafter provided in this Agreement. Time is of the essence in these Contract Documents.

IX. INSURANCE

Contractor shall maintain in full force and effect at all times during the term of the Agreement, at its sole expense, policies of insurance in accordance with the General Provisions.

X. NO WAIVER OF REMEDIES

A. Neither the inspection by City or its agents, nor any order or certificate for the payment of money, nor any payment for, nor acceptance of the whole or any part of the Work by City, nor any extensions of time, nor any position taken by City or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to City or any right to damages herein provided, nor shall any waiver of any breach of the Agreement be held to be a waiver of any other or subsequent breach.
B. All remedies provided in this Agreement shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, and City shall have any and all equitable and legal remedies which it would in any case have.

XI. DETERMINATION OF DAMAGES

A. The actual fact of the occurrences of damages and the actual amount of the damages which City would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages.
B. Damages which City would suffer in the event of delay include loss of the use of the Project, and, in addition, expenses of prolonged employment of an architectural and engineering staff; costs of administration, inspection, and supervision; and the loss suffered by the public within the City of Rocklin by reasons of the delay in the completion of the Project to serve the public at the earliest possible time.
C. Accordingly, the parties hereto agree, and by execution of this Agreement, Contractor acknowledges that it understands, has ascertained and agrees, that the amounts set forth herein as liquidated damages shall be presumed to be that amount of damages sustained by the failure of Contractor to complete the entire work within the times specified.

XII. LIQUIDATED DAMAGES

A. The amount of the liquidated damages to be paid by Contractor to City for failure to complete the entire work in the specified number of Working or Calendar Days (as extended, if applicable) will be Five Hundred Dollars **($500.00)** for each **Calendar day**, continuing to the time at which the Work is completed.

B. Such amount is the actual cash value agreed upon as the loss to City resulting from Contractor's delay.

XVIII. TERMINATION AFTER ALLOTTED WORKING OR CALENDAR DAYS

A. In addition to any rights it may have, City may terminate this Contract or the Contractor's right to proceed at any time after the allotted number of Working or Calendar Days as adjusted by any extensions of time for excusable delays that may have been granted.

B. Upon such termination Contractor any compensation shall be in accordance with Section 5.23 of the General Provisions, and it shall be liable to City for liquidated damages for all periods of time beyond such termination date until the Work is completed.

XIV. CONTRACTOR BANKRUPT

A. If Contractor should commence any proceeding under the Bankruptcy Act, or if contractor be adjudged a bankrupt, or if Contractor should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, then the City Council may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to Contractor and his surety according to the provisions of Article 5 of the General Provisions.

B. City shall have the right to complete, or cause completion of the work, all as specified in the General Provisions of the General Provisions.

XV. PERFORMANCE AND PAYMENT BONDS

A. The Contractor shall, before beginning said work, file two bonds with the City, each made payable to the City. These bonds shall be issued by a Surety Company authorized to do business in the State of California, and shall be maintained during the entire life of the Contract at the expense of the Contractor.

1. One bond shall be in the amount of one hundred percent (100%) of the Contract and shall guarantee the Faithful Performance of the Contract.
2. The second bond shall be the Payment Bond required by Part 4, Title 15, Chapter 7, Division Three of the Civil Code of the State of California and shall be in the amount of one hundred percent (100%) of the Contract.

B. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

C. Bonds shall only be accepted from an *"Admitted surety insurer"*, which means an insurer to which the Insurance Commissioner has issued a certificate of authority to transact surety insurance in this state. ***Contractor must submit all of the following with the bonds***:

- The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

XVI. SUBSTITUTION OF SECURITIES OF MONEY WITHHELD

A. At any time prior to final payment, Contractor may request substitution of securities for any money withheld by the City to ensure performance of the Contract.

B. At the expense of the Contractor, securities equivalent to the money withheld may be deposited with the City or with an approved financial institution as escrow agent according to a separate Security Agreement.

C. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code or bank or savings and loan certificates of deposit. A fee set by the City Council shall be charged for such substitution.

XVII. LABOR CODE COMPLIANCE

A. City affirmatively identifies this project as a “public work” as that term is defined by Labor Code section 1720, and the project is, therefore, subject to prevailing wages under Labor Code section 1771.

B. Contractor and its subcontractors shall fully comply with all the provisions of the California Labor Code governing the performance of public works contracts including, but not limited to, payment of prevailing wages, limitations on time worked, compliance with apprentice requirements, maintenance of payroll records, posting of wages at job site and prohibitions against discrimination.

XVIII. UNFAIR COMPETITION

A. The following provision is included in this agreement pursuant to California Public Contract Code §7103.5.

> "In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assigning to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

XIX. ASSIGNMENT

Neither this Agreement nor any rights herein of Contractor shall be assigned without the written consent of City first obtained.

XX. NO THIRD PARTY BENEFICIARIES

This Agreement is entered into solely between the City and Contractor. There are no third party beneficiaries, intended, unintended, or otherwise to this Agreement.

/////SIGNATURE PAGE FOLLOWS/////

IN WITNESS WHEREOF, the parties hereto have signed the Agreement on the date set forth opposite their names.

CONTRACTOR:	**(California Corporations: must be signed by company's CEO, President, or Vice President *as well as* the Secretary or CFO.)**
Date	Tax I.D. Number
Signature	Signature
Print Name	Print Name
Title	Title

CITY OF ROCKLIN, A Municipal Corporation:

Aly Zimmermann, City Manager

APPROVED AS TO FORM:

Matthew McOmber, City Attorney

ATTEST:

Avinta Singh, City Clerk

CERTIFICATE OF ACKNOWLEDGMENT pursuant to Civil Code, Section 1189, must be provided for Contractor's signature.

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

NOTARY TO ATTACH CURRENT ACKNOWLEDGMENT

Plants, Trees & Bark Services

TABLE OF CONTENTS

Notice to Contractors

Project Location Map

Bid Documents

Attachments

DOCUMENTS THAT MUST BE SUMITTED WITH BID
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BID BOND – ATTACHMENT A
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NONCOLLUSION AFFIDAVIT – ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION – ATTACHMENT D
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CERTIFICATION OF AUTHORIZATION – ATTACHMENT F
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DOCUMENTS THAT MUST BE SUBMITTED UPON AWARD
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PAYMENT BOND – ATTACHMENT J
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GUARANTEE FORM – ATTACHMENT M

General Provisions

Special Provisions

Specifications

EXHIBIT B

CITY OF ROCKLIN
SEALED BID

(MUST BE SIGNED BY BIDDER)

Sealed Bids will be received not later than 1:00 p.m. on Thursday, November 21,2024, at the office of the City Clerk 3970 Rocklin Road, Rocklin, California and opened at 1:00 p.m., or as soon thereafter as business allows.

TO THE HONORABLE CITY COUNCIL:
The undersigned hereby proposes and agrees to furnish any and all required labor, material, equipment transportation, and services for

Plants, Trees, and Bark 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:

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	$25.00	$8,750.00
1B	ACACIA REDOLENS 'DESERT CARPET' / BANK CATCLAW	350	EA	$21.00	$7,350.00
1C	TRACHELOSPERMUM JASMINODES / CHINESE STAR JASMINE	300	EA	$19.00	$5,700.00
1D	ROSMARINUS O. PROSTRATUS / HUNTINGTON CARPET ROSEMARY	150	EA	$25.00	$3,750.00
2	**2 GALLON PLANTS**				
2A	ROSA X NOAMEL / FLOWER CARPET APPLE BLOSSOM	200	EA	$30.00	$6,000.00
3	**5 GALLON PLANTS**				
3A	ARCTOSTAPHYLOS DENSIFLORA 'HOWARD MCMINN' / HOWARD MCMINN MANZANITA	50	EA	$44.00	$2,200.00
3B	DIETES BICOLOR / FORTNIGHT LILY	50	EA	$44.00	$2,200.00
3C	NANDINA DOMESTICA 'COMPACTA' / DWARF HEAVENLY BAMBOO	50	EA	$44.00	$2,200.00

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.

3D	CISTUS SUNSET / SUNSET ROCKROSE 'MAGENTA ROCKROSE"	50	EA	$44.00	$ 2,200.00
3E	LOROPETALUM CHINESE RUBRUM 'BURGUNDY' / BURGUNDY LOROPETALUM	50	EA	$55.00	$ 2,750.00
3F	MUHLENBERIA RIGENS / DEER GRASS	50	EA	$44.00	$ 2,200.00
3G	ACACIA REDOLENS 'DESERT CARPET' / BANK CATCLAW	50	EA	$44.00	$ 2,200.00
3H	ROSMARINUS 10TH TUSCAN BLU / TUSCAN BLUE ROSEMARY	50	EA	$44.00	$ 2,200.00
3I	CALLISTEMON VIMINALIS 'LITTLE JOHN' / BOTTLEBRUSH	50	EA	$44.00	$ 2,200.00
3J	OLEA EUROPAEA 'MONTRA' / LITTLE OLLIE DWARF OLIVE	50	EA	$ 44.00	$ 2,200.00
4	**15 GALLON TREES**				
4A	CEDRUS DEODARA / DEODAR CEDAR	10	EA	$ 205.00	$ 2,050.00
4B	LAGERSTROEMIA X TUSCARORA OR CHEROKEE / CRAPE MYRTLE	25	EA	$195.00	$ 4,875.00
4C	QUERCUS WISLIZENLL / INTERIOR LIVE OAK	5	EA	$ 205.00	$ 1,025.00
4D	QUERCUS LOBATA / VALLEY OAK	5	EA	$ 205.00	$ 1,025.00
4E	CERCIS OCCIDENTALIS / WESTERN REDBUD	50	EA	$195.00	$ 9,750.00
4F	ACER RUBRUM 'ARMSTRONG' / ARMSTRONG MAPLE	25	EA	$195.00	$ 4,875.00
4G	ACRE RUBRUM "OCTOBER GLORY' / OCTOBER GLORY	25	EA	$195.00	$ 4,875.00
4H	PISTACIA CHINENSIS / CHINESE PISTACHE	25	EA	$195.00	$ 4,875.00
4I	SEQUOIA SEMPERVIRENS 'APTOS BLUE' / COASTAL REDWOOD 'APTOS BLUE'	20	EA	$195.00	$ 3,900.00
5	**BARK**				
5A	WALK-ON BARK FIR	500	CU. YD.	$70.00	$ 35,000.00
5B	SB1383 DYED BROWN RECYCLED BARK	1,500	CU. YD.	$60.00	$90,000.00
6	**ANNUALS - COLOR**				
6A	FALL ANNUALS	88	FLATS	$68.00	$ 5,984.00
6B	WINTER ANNUALS	88	FLATS	$68.00	$ 5,984.00
6C	SPRING ANNUALS	88	FLATS	$ 68.00	$ 5,984.00
6D	SUMMER ANNUALS	88	FLATS	$ 68.00	$ 5,984.00
7	Plant Removal/Clearing/Grub Out	10,000	SF	$ 0.10	$ 1,000
				TOTAL	$ 241,286.00

Total Project Bid, Item Nos. 1 through 7, shall be (spell out) ~~two hundred thousand~~ two hundred forty one thousand two hundred eighty six Dollars.

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.

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 KLS
No. 2 KLS
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

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.

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

Warning: If an addendum or addenda have been issued by the administering agency and not noted as being received by the bidder, this proposal may be rejected.

NAME OF BIDDER: PRIDE Industries One, Inc.

Affix Corporate Seal Here

BY: _____
Signature

PRIDE Industries One, Inc.
Type/Print Name

Director, Commercial Contracts
Title

DATE: November 21, 2024

Valid Contractor's License No.: 967732

Expiration date: 11/30/25

Public Works Registration No. 1000004128

ADDENDUM NO. 1
TO THE SPECIFICATIONS AND BID DOCUMENTS
For Plants, Trees, and Bark 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: Replace the existing Notice to Contractors with Exhibit A. The point of Contact has been updated from Elder Silva to Kenny Black.

Item No. 2: Replace the existing Sealed Bid with Exhibit B. The Sealed Bid has been updated to add item 7 on the detailed Item Bid List.

Item No. 3: Replace the existing Performance Specifications with Exhibit C. The Specifications have been updated to include an item for plant removal/clearing/ grub out.

End of Addendum No. 1

Signature: _____

PRIDE Industries One, Inc.
Company

November 21, 2024
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
For Plants, Trees, and Bark 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: Is there a minimum square footage for Bid Item #7?

Yes, 1,000 Square Feet

Item No. 2: Is there a specific color scheme for the annuals?

No. The supervisor and contractor will work together for available options.

Item No. 3: For clearing/grubout, is the majority of the work already done?

We estimate 60% done, 40% not done.

Item No. 4: If there is a car accident and an area needs to be cleared out, how is that handled?

Bid item #7 is for that type of clearing.

Item No. 5: Attached as Exhibit A is the Pre-Bid Meeting Sign-In Sheet

End of Addendum No. 2

Signature: _____

PRIDE Industries One, Inc.
Company

November 21, 2024
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.

ATTACHMENT A

BID BOND
City of Rocklin

We, PRIDE Industries One, Inc., as principal, and Fidelity and Deposit Company of Maryland, 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
Plants, Trees, and Bark Services with the City of Rocklin

(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 November 21, 2024
(Insert date of Bid opening)

NOW, THEREFORE, if the Principal is awarded the Contract and after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the Bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time for award of a contract after opening of Bids, alteration, addition, modification, or supplement to the terms of the Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents, shall in any way affect the Surety's obligations under this Bond, and the Surety does hereby waive notice of any such change, extension of time, alteration, addition, modification or supplement to the terms of said Notice to Contractors/Invitation for Bids, the Work to be performed thereunder, or the Contract Documents.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the court.

Dated: November 19, 2024

Principal: PRIDE Industries One, Inc.

By: _____

Surety: Fidelity and Deposit Company of Maryland
Address: 1299 Zurich Way,5th Fl., Schuamburg, IL 60196
Telephone: (925) 405-2957
Attorney in Fact: _____
Stephanie Agapoff

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal)

NOTICE:

A CERTIFICATE OF ACKNOWLEDGMENT IN ACCORDANCE WITH THE PROVISIONS OF CIVIL CODE SECTION 1189 MUST BE ATTACHED FOR EACH PERSON EXECUTING THIS AGREEMENT ON BEHALF OF BIDDER AND SURETY.

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On November 19, 2024 before me, Tina S. Salas, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ **(Seal)**

TINA S. SALAS
Notary Public - California
Sacramento County
Commission # 2409815
My Comm. Expires Jul 4, 2026

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint David WEISE, Jose LEMUS, Rosalie A. MISZKIEL, Nicki MOON, Tina SALAS, Stephanie AGAPOFF, **all of Rancho Cordova, California,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 13th day of January, A.D. 2023.

Colonial American Casualty and Surety Company CORPORATE SEAL
ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1977 NEW YORK
Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 13th day of January, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

IVA BETHEA NOTARY PUBLIC Baltimore County, Maryland

Iva Bethea
Notary Public
My Commission Expires September 30, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of November, 2024.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CALIFORNIA 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 Placer }

On November 20, 2024 *Date* before me, Katelin Wagner, Notary Public *Here Insert Name and Title of the Officer*

personally appeared Kathleen Ann Lopez Shaughnessy *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.

KATELIN WAGNER
Notary Public - California
Placer County
Commission # 2429934
My Comm. Expires Dec 9, 2026

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 Katelin Wagner
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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: _____

©2019 National Notary Association

ATTACHMENT B

SUBCONTRACTOR LISTING FORM

LIST OF SUBCONTRACTORS FOR PRIDE Industries One, Inc.
(BIDDER)

PROJECT: City of Rocklin, Plant, Trees, Bark 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	NAME & BUSINESS ADDRESS OF SUBCONTRACTOR	LICENSE NUMBER	DIR #
APPLIED LANDSCAPE MATERIALS	6410 SADDLEBACK RD ROCKLIN, CA 95677	906546	1000011263

Signed

Bidders shall provide the registration numbers for all listed Subcontractors within 24 hours of bid opening and registration numbers of all Subcontractors who are not required to be listed not later than 24 hours before they are to start work on the Project.

ATTACHMENT C

NONCOLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF Placer

Kathy Lopez-Shaughnessy, being first duly sworn, deposes and says that he or she is Director, Commercial Contracts [Title] of PRIDE Industries One, Inc., the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid or to refrain from bidding; that Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price Bid of Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the price Bid, or of that of any other Bidder. All statements contained in the Bid are true. Bidder has not, directly or indirectly, submitted its price Bid or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

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

Signed: _____

Title: Director of Contracts

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

Subscribed and sworn to before me this

21 day of November, 2024,
by Kathy Lopez-Shaughnessy
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

KATELIN WAGNER
Notary Public - California
Placer County
Commission # 2429934
My Comm. Expires Dec 9, 2026

Katelin Wagner
Signature

(seal)

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION

Bidder hereby certifies, to the best of its knowledge and belief, except as expressly disclosed on this Certificate, that:

The Bidder and/or any of its Principals:

1. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

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

3. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 2. above.

4. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

"Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

Bidder shall provide immediate written notice to the City if, at any time prior to contract award, Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

This Certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the Contract resulting from this solicitation for default.

BIDDER: PRIDE Industries One, Inc. Date November 21, 2024

BY: _____
Signature

Kathy Lopez-Shaughnessy
Type/Print Name

Director, Commercial Contracts
Title

EXCEPTIONS TO CERTIFICATION

If Bidder has any exceptions to the Certification set forth above, state the exception and an explanation of the circumstances:

BIDDER: PRIDE Industries One, Inc. Date November 21, 2024

BY: _____
Signature

_____
Type/Print Name

Director, Commercial Contracts
Title

ATTACHMENT E

RESOLUTION OF DISPUTES REGARDING THE BIDDING PROCESS

The lack of a prompt procedure to resolve disputes regarding the bidding process would impair the City's ability to carry out its purpose of constructing this project in a timely manner. Therefore, to the maximum extent authorized by law and notwithstanding any other procedures specified in documents referenced herein, all disputes and/or protests regarding the bidding process shall be subject to the following procedure. In submitting a Bid to the City for this project, the Bidder agrees to comply with and to be bound by this procedure.

1. If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least two (2) working days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

2. Within five (5) calendar days after the opening of Bids, Bidder shall provide a written notice to the City of any and all mistakes regarding the Bid for which a Bidder requests relief. The City shall not consider any requests for relief due to mistake if notice is not received within the time requirements of Public Contract Code section 5100, *et seq.*, Relief of Bidders.

3. No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

4. If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

5. Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

6. Any Bidder complying with the above procedure may bring an action within sixty (60) days from the action of the City Council, in accordance with Sections 860 and 863 of the California Code of Civil Procedure, to determine the validity of the City Council's action on the award of the contract. The City shall be a defendant and shall be served with the summons and complaint in the action in the manner provided by law for the service of a summons in a civil action. In any such action the summons shall be in

the form prescribed in Section 861.1 of the California Code of Civil Procedure except that in addition to being directed to "all persons interested in the matter of [specifying the matter]," it shall also be directed to the City. If the bidder bringing such action fails to complete the publication and such other notice as may be prescribed by the court in accordance with Section 863 of the California Code of Civil Procedure and to file proof thereof in the action within 60 days from the filing of his complaint, the action shall be dismissed on the motion of the City unless good cause for such failure is shown by the bidder.

PRIDE Industries One, Inc.
Contractor

November 21, 2024
Date

Signature

ATTACHMENT F

CERTIFICATE OF AUTHORIZATION
(If Bidder is a Corporation or a Limited Liability Corporation)

STATE OF CALIFORNIA
COUNTY OF Placer

I HEREBY CERTIFY that at a meeting of the Board of Directors of the PRIDE Industries One, Inc., a corporation existing under the laws of the State of California, held on April 24, 24, the following resolution was duly passed and adopted:

"RESOLVED, that Kathy Lopez-Shaughnessy, as Director, Commercial Contracts of the Corporation, be and is hereby authorized to execute the Bid dated Nov. 21, 2024 to the City of Rocklin and this Corporation and that his/her execution thereof, attested by the Secretary of the Corporation, and with the Corporate seal fixed, shall be the official act and deed of this Corporation."

I further Certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 21st day of November, 2024.

Secretary ~~Director of Commercial Contracts~~

Corporate Officer

(seal)

Corporate Address

RESOLUTIONS OF
THE BOARD OF DIRECTORS OF
PRIDE INDUSTRIES April 24, 2024

Delegation of Signature Authority

WHEREAS, pursuant to Article IX, Section 1 of the Bylaws of PRIDE Industries (the "Corporation"), the Board of Directors of the Corporation (the "Board") may authorize any officer or officers, or any employee or employees in conjunction with one or more officers to enter into any contract or sign checks for payment of money, notes, or other evidence of indebtedness in the name and on behalf of the Corporation; and

WHEREAS, the Board annually reviews and approves a Signing Authority Limits policy and procedure for direct monetary expenditures that delegates certain signing authority to officers of the Corporation; and

WHEREAS, the Board has reviewed and wishes to approve the revised Signing Authority Limits policy and procedure attached hereto as **Exhibit A**; and

WHEREAS, on an ongoing basis, the Corporation submits proposals to, and enters into contracts, amendments, and other agreements and instruments with, various government and private organizations for the purposes of providing mission-related services or facility services to these organizations in exchange for compensation (collectively, "Proposals and Contracts") and may require authority from the Board of the delegation to execute such documents; and

WHEREAS, the Board wishes to delegate certain authority to officers of the Corporation to execute such Proposals and Contracts.

NOW, THEREFORE, BE IT RESOLVED, that the Signing Authority Limits Policy and Procedure for Monetary Expenditures, attached hereto as **Exhibit A** is hereby adopted and approved.

FURTHER RESOLVED, that Signature Authority – Contracts and Proposals, attached hereto as **Exhibit B** is hereby approved and adopted.

CERTIFICATION

I certify that this is a true and correct copy of the Resolutions presented to and adopted by the Board of Directors of PRIDE Industries, at a meeting duly called and held in Roseville, California on April 24, 2024, at which a quorum was present and voted.

By: _____ Dated: 4/24/24

Bob Olsen, Chairman

Exhibit A

Signing Authority Limits Policy and Procedure for Monetary Expenditures

PRIDE INDUSTRIES
POLICY AND PROCEDURE

FROM: PRIDE Industries Board of Directors

SUBJECT: Signing Authority Limits – Monetary Expenditures

EFFECTIVE: April 24, 2024

I. Policy

It is the policy of the Board of Directors ("Board") of PRIDE Industries and PRIDE Industries One, Inc. (collectively "PRIDE") to set signing authority limits on contracts and other documents related to the business and all property of PRIDE. The purpose of this policy is to ensure that the management of PRIDE is able to efficiently conduct the day-to-day business of PRIDE and that there is appropriate executive and Board oversight of business transactions.

II. Procedure

A. Annual Review: This policy shall be reviewed and amended as needed at least annually by the Board.

B. Limits and Signatories: The following signing authority limits shall apply for expenditures:

1. Vendor contracts for amounts below Two-Hundred and Fifty Thousand Dollars ($250,000) require the signature of the Vice President of Procurement or the Chief Financial Officer. Purchase Order Requisitions for amounts below TwoHundred and Fifty Thousand Dollars ($250,000) may be further delegated by the Chief Financial Officer.

2. Above Two-Hundred and Fifty Thousand Dollars ($250,000), but not more than Five Hundred Thousand Dollars ($500,000) requires the signature of the Chief Financial Officer or the Senior Vice President of the respective operational business line.

3. Above Five Hundred Thousand Dollars ($500,000), but not more than One Million Dollars ($1,000,000) requires the signatures of both the Chief Financial Officer and Senior Vice President of the respective operational business line.

4. Above One Million Dollars ($1,000,000), but not more than Three Million Dollars ($3,000,000) the signature of the Chief Financial Officer and the President/Chief Executive Officer are required.

5. Amounts in excess of Three Million Dollars ($3,000,000) shall require Finance Committee approval. The signatures of the Chair of the Finance Committee and President/Chief Executive Officer are required.

6. Any acquisition of debt in an amount over Three Million Dollars ($3,000,000) shall require Board approval. Amounts below Three Million Dollars ($3,000,000) require the signatures of the Chief Financial Officer and the President/Chief Executive Officer.

C. Vacancies: In the instance of a vacancy or unfilled position for an individual with signature authority, the approval requirement or delegation authority rests with the individual with the next highest authority level per the Corporation's organizational chart. For clarity, if the SVP of the business line position is vacant, the individual with signature authority is the President/Chief Executive Officer.

Exhibit B

Signature Authority – Proposals and Contracts

PRIDE INDUSTRIES
POLICY AND PROCEDURE

FROM: PRIDE Industries Board of Directors

SUBJECT: Signing Authority – Proposals and Contracts

EFFECTIVE: April 24, 2024

I. Policy

It is the policy of the Board of Directors ("Board") of PRIDE Industries and PRIDE Industries One, Inc. (collectively "PRIDE") to set signing authority limits on proposals, customer contracts, and other documents related to customer agreements, and grant agreements. The purpose of this policy is to ensure that the management of PRIDE is able to efficiently conduct the day-to-day business of PRIDE and that there is appropriate executive and Board oversight of business transactions.

II. Procedure

A. Annual Review: This policy shall be reviewed and amended as needed at least annually by the Board.

B. Limits and Signatories: The following signing authority limits shall apply for proposals, customer contracts, and other documents related to customer agreements and grant agreements:

1. The lesser of Twenty Million Dollars ($20,000,000) in annual sales or One Hundred Million Dollars ($100,000,000) in total contract value and below: President/Chief Executive Officer, Chief Financial Officer, Senior Vice President of the respective operational business line or Vice President of Contracts can sign on behalf of PRIDE. In addition, the Senior Vice President of the respective operational business line may further delegate signature authority for up to the lesser of One Million Dollars ($1,000,000) in annual sales or Five Million Dollars ($5,000,000) in total contract value down to the manager level within PRIDE.

2. Between Twenty Million Dollars ($20,000,000) in annual sales or One Hundred Million Dollars ($100,000,000) in total contract value and Thirty Million Dollars ($30,000,000) in annual sales or One Hundred Fifty Million Dollars ($150,000,000) in total contract value: the signatures of both Senior Vice President of the respective operational business line and either the Chief Financial Officer or the President/Chief Executive Officer are required.

3. Above Thirty Million Dollars ($30,000,000) in annual sales or One Hundred Fifty Million Dollars ($150,000,000) in total contract value: the signatures of Senior Vice President of the respective operational business line, Chief Financial Officer, and President/Chief Executive Officer are required.

C. Vacancies: In the instance of a vacancy or unfilled position for an individual with signature authority, the approval requirement or delegation authority rests with the individual with the next highest authority level per the Corporation's organizational chart. For clarity, if the SVP of the business line position is vacant, the individual with signature authority is the President/Chief Executive Officer.

D. Data Security and Confidentiality: The Chief Information Officer is hereby authorized as the data security designee and the Chief Human Resources Officer is hereby authorized as the confidentiality designee to ensure the security and confidentiality of the data maintained for the Sacramento Employment and Training Agency federal grant agreement.

PRIDE INDUSTRIES

SVP DELEGATION OF SIGNATURE AUTHORITY FORM

PRICING PROPOSALS:

Activities	Amount	Title
Renewals, change orders, or New Pricing	<$5M total contract value	Directors of Contracts

CONTRACT AWARDS:

Activities	Amount	Title
Contract solicitations/awards/amendments	<$5M total contract value	Directors of Contracts

MONETARY EXPENDITURES:

Activities	Amount	Title

Approval Signature: Digitally signed by Luis Torres-Acosta
DN: cn=Luis Torres-Acosta, o=PRIDE Industries, ou, email=lt-a@prideindustries.com, c=US
Date: 2024.06.28 16:16:27 -07'00'

Date: 6/28/2024

Approval Title: Senior Vice President of Manufacturing, Logistics, and Engineering & Property Services

ATTACHMENT G

[Projects of One Million Dollars ($1,000,000.00) or More

IRAN CONTRACTING ACT CERTIFICATION

Pursuant to California Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of $1,000,000 or more.

To submit a bid to the City of Rocklin, you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.

☑ 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 2. We have received written permission from the SLDMWA to submit a proposal pursuant to PCC 2203(c) or (d). *A copy of the written permission from the SLDMWA is included with our proposal.*

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Proposer to the clause in paragraph 1. This certification is made under the laws of the State of California.

BIDDER: PRIDE Industries One, Inc. Date November 21, 2024

BY: _____
Signature

Kathy Lopez-Shaughnessy
Type/Print Name

Director, Commercial Contracts
Title

Executed in the County of Placer, State of California.

CITY OF ROCKLIN
GENERAL PROVISIONS

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CHAPTER 1 – TERMS AND DEFINITIONS

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CHAPTER 1 TERMS AND DEFINITIONS

1-1 GENERAL

The Contract Documents are written to the Bidder before award and the Contractor after award. Before award, interpret sentences written in the imperative mode as starting with “The Bidder must” and interpret “you” as “the Bidder” and “your” as “”the Bidder’s.” After award, interpret sentences written in the imperative mode as starting with “The Contractor must” and “you as “the Contractor” and “your” as “the Contractor’s”.

Where a location is not specified with the words “shown,” “specified,” or “described”, interpret:

1. “Shown” as “shown on the plans.”
2. “Specified” as “specified in the Specifications.”
3. “Described” as “described in the Contract Documents.” “Described” means “shown, specified or both.”

Whenever the following terms, titles, or abbreviations are used in the Contract Documents, the intent and meaning shall be as herein defined. Working titles having a masculine gender, such as "workman" and "journeyman" and the pronoun "he”, are utilized in the Contract Documents for the sake of brevity, and are intended to refer to persons of either gender.

1-2 ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials
AC	Asphalt Concrete
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
APA	American Plywood Association
ARB	California Air Resources Board
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AT&T	American Telephone and Telegraph
AWG	American Wire Gage
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practice
California-MUTCD	California Manual of Uniform Traffic Control Devices
Cal-OSHA	California Occupational Safety and Health Administration
Caltrans	California Department of Transportation
CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act of 1970
CL	Centerline
CPM	Critical Path Method
CSI	Construction Specifications Institute
CWA	Clean Water Act

CY	Cubic Yards
DI	Drop Inlet
DIR	California Department of Industrial Relations
DLSE	Division of Labor Standards Enforcement
DWR	Daily Work Report
EA	Each
EP	Edge of Pavement
ESCP	Erosion and Sediment Control Plan
FS	Federal Specifications
LF	Linear Feet
LS	Lump Sum
MSDS	Material Safety Data Sheet
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
OSHA	Occupational Safety and Health Act
OPRL	DIR, Director's Office of Policy, Research and Legislation
PCC	Portland Cement Concrete
PG&E	Pacific Gas & Electric
PS	Pump Station
QC	Quality Control
QSD	Qualified SWPPP Developer
QSP	Qualified SWPPP Practitioner
SD	Storm Drain or Storm Drainage
SF	Square Foot/Feet
SS	Sanitary Sewer
STA	Station
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
TCP	Traffic Control Plan
Title 8	Title 8 (Construction Safety Orders) of the California Code of Regulations
Title 19	Title 19 (Public Safety) of the California Code of Regulations
Title 24	Title 24 (Building Standards) of the California Code of Regulations
TOC	Top of Curb
Typ. or TYP	Typical
UL	Underwriters' Laboratories, Inc.
UBC	Uniform Building Code (latest edition)
UMC	Uniform Mechanical Code (latest edition)
UPC	Uniform Plumbing Code (latest edition)
USA	Underground Service Alert

1-3 DEFINITIONS

Acceptance, Final Acceptance – Formal action of the City of Rocklin in determining that the Contractor's work has been completed in accordance with the Contract Documents and in notifying the Contractor in writing of the acceptability of the Work**.**

Acts of God – "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale, tidal waves, flooding, tornadoes and hurricanes**.**

Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding requirements or the proposed Contract Documents**.**

Agreement – The written agreement signed by the City and the Contractor covering the Work and the furnishing of labor, materials, tools, equipment, supplies, transportation, supervision, resources, and everything necessary to complete the Work.

Allowance – An amount of money set aside under the Contract for a special purpose identified in the Contract.

Architect, Consulting Engineer and/or Construction Manager – A person or persons, firm, partnership, joint venture, corporation, or combination thereof or authorized representative thereof, acting in the capacity of consultant to the City. The Architect or Consulting Engineer or Construction Manager shall issue directions to the Contractor only through the City. When the Contract Documents require that approval be obtained from the Architect or Consulting Engineer or Construction Manager, such approval shall be requested from and be given by the City.

As Shown, Etc. – Where "as shown", "as latest indicated", "as detailed", or words of similar import are used, the reference is to the Contract unless specifically stated otherwise. Where "as directed", "as permitted", "approved", or words of similar import are used, they shall mean the written direction, permission, or approval of the City.

Bid – When submitted on the prescribed bid form, properly signed and guaranteed, the Bid constitutes the offer of the Bidder to complete the Work at the price shown on the Bidder's bid form.

Bidder – Any person, persons, firm, partnership, joint venture, corporation, limited liability company or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Bid Documents – The sum of the documents that comprise the Bid by a Bidder to perform the Work.

Bid Form – The approved form, which includes a sum of required documents, upon which the City requires a formal Bid be prepared and submitted for the Work. See **BID FORM.**

Bid Guarantee – The cash, cashier's check, certified check, or Bidder's bond accompanying the Bid submitted by the Bidder as a guaranty that the Bidder will enter into a Contract with the City for the performance of the Work if the Contract is awarded to the Bidder.

Bid Item – Individual line items to be included in the Bid, as set forth on the Bid Form.

Bid Opening – The event conducted by the City during which the sealed Bids submitted by Bidders to perform the Work are opened and publicly read.

Calendar Day – Every day shown on the calendar. When the Contract Time is stated in Calendar Days, every day will be charged toward the Contract Time.

Change Order – A Contract amendment approved by the City that includes, but is not limited to, alterations, deviations, additions to, or deletions from, the Contract which are required for the proper completion of the Work. A Change Order may or may not include adjustments to the Contract Time and/or to the Total Contract Price.

City – Shall mean the City of Rocklin, acting through its authorized representatives.

City Council – The City Council of the City of Rocklin, a political subdivision of the State of California. Also referred to as "Council".

City of Rocklin Construction Standard Specifications – the City's standard specifications for construction, located on the City's website.

City of Rocklin Improvement Standards– the City's standard requirement for improvement projects, located on the City's website.

Completion – The point in the Project at which the Work is 100% performed.

Construction Change Directive (CCD) – A written order to the Contractor, issued after execution of the Contract, signed by the City or the Owner's Representative directing a change in the Work and stating a proposed basis for adjustment, if any, in the Total Contract Price or Contract Time, or both, and which shall be used in the absence of total agreement with the Contractor on the terms of a Change Order or when time does not permit processing of a Change Order prior to implementation of the change.

Contract – The entire binding agreement and contract between the City and Contractor relating to the Project, including the Agreement, and all documents incorporated into the Agreement by reference, and all Contract Documents.

Contract Documents – The Notice to Contractors, Addenda, Bid Form, Agreement, Plans, General Provisions, Special Provisions, General Requirements (Division 1), Technical Specifications (Divisions 2 through 16), Permits from other agencies as may be required by law, City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, Caltrans Standard Plans and Specifications as applicable, Standard Forms, Supplemental Drawings, all required bonds, Exhibits, the Contract Schedule, Storm Water Pollution Prevention Plan (whether prepared by the City or the Contractor) and any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in an acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract Documents and include Change Orders, Construction Change Directives, Field Directives, Field Orders and Supplemental Drawings.

Contract Commencement Date – The date established in the Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the executed Agreement for Construction or such other date as may be established therein.

Contract Completion Date – The date by which the Contract requires Completion.

Contract Schedule – The schedule produced by the Contractor in response to the requirements of the Contract Documents.

Contract Time – The time stated in the Contract for completion of the Work. The Contract Time may be a single allotment of time, a group of times specific to portions of the Work, or a combination of the two.

Contractor – The person or persons, firm, partnership, joint venture, corporation, or combination thereof, private or municipal, who (that) has (have) entered into a Contract, as defined in the Contract Documents, with the City.

Day – Any reference to "day" or "days" without expressly stating whether they are "working days" or "calendar days" shall be construed to mean calendar days.

Director – The person appointed by the City Manager for the City of Rocklin for the department through which the Project will be procured.

Drawings – Also referred to as "Plans". The Project Plans, Standard Drawings, drawings, profiles, typical cross sections, general cross sections, Working Drawings and supplemental drawings, plates or reproductions thereof, approved by the City, which show the locations, character, dimensions and details of the Work to be performed. Once approved, all such drawings are incorporated into and become a part of the Contract Documents whether or not reproduced in the Special Provisions.

In the above definition, the following terms are defined as follows:

A. Project Plans: The project plans and specific details and dimensions particular to the Work and as supplemented by the Standard Drawings insofar as the same may apply.

Engineer – The City Engineer of the City of Rocklin for which work will be done under these Contract Documents, acting personally or through agents or assistants duly authorized by the Engineer.

Estimated Quantities – The list of items of Work and the estimated quantities associated with the Work. The Estimated Quantities provide the basis for the Bid.

Field Directive – Written documentation of the actions of the City in directing the Contractor. Also referred to as a "Directive."

General Provisions – Specific clauses that are part of the Contract and are located in Chapters 1-11. They assist in the governing of the Contract and in the contract performance, setting forth conditions and requirements of the Contractor and the City.

General Requirements – The part of the Contract Documents establishing special conditions or requirements particular to the Work and general clauses that establish how the Project is to be administered and supplementary to the General Provisions and Special Provisions.

Hazardous Waste – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Inspector – The person or persons authorized to act as agent(s) for the City in the inspection of the Work.

Invitation for Bids – The written notice whereby interested parties are informed of the date, location, and time of the Bid Opening of a proposed City Project and the terms and conditions of submitting Bids to perform the Work. Also called Notice to Contractors.

Legal Holidays – Legal holidays shall include the following holidays designated by the City: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

Notice to Contractors – Same as Invitation for Bids.

Notice To Proceed – The written authorization by the City to the Contractor specifying the date the Work may begin and any conditions regarding the beginning of the Work.

Plans – See "Drawings."

Progress Schedule – A schedule prepared and maintained by the Contractor indicating the current status of the Work and the projected activities, tasks and durations planned to complete the Work in accordance with the Contract Time of Completion dates.

Owner's Representative – The City's designated agent engaged to perform all functions delegated to the Owner's Representative by the Contract Documents. The Owner's Representative may or may not be the Project Manager or a construction manager. The Owner's Representative will be the Contractor's primary contact during construction of the Project.

Project – Shall mean the Work.

Project Manager – The City's employee assigned to oversee the Project on a daily basis.

Proposed Change Order (PCO) – A document issued by the Contractor proposing a change to the Work and stating a proposed basis for adjustment, if any, in the Total Contract Price Contract Time, or both. A PCO shall be used by the Contractor to respond to a Request for Proposal. A PCO is not effective to authorize the proposed change to the Work, to the Total Contract Price or to the Contract Time unless it is accepted in writing by the City.

Record Drawings – Drawings prepared by the Contractor that document changes to, additions to, or deductions from the Plans, and which represent the Work as constructed, including, but not limited to, existing utilities found during construction of the Work.

Reference to Codes – Unless otherwise noted, all references to statutes are to the laws of the State of California and/or of the United States as codified in the various specified codes.

Request for Information (RFI) – A document issued by the Contractor seeking clarification and/or additional information regarding an aspect of the Work. An RFI is not to be used to request materials/equipment substitutions or value engineering/cost reduction incentive proposals. The response to the RFI does not constitute authorization or direction to proceed

with any changed or additional work. Changed or additional work must be separately authorized by the City.

Request for Proposal (RFP) – A document issued by the Owner's Representative requesting pricing information and/or a proposed adjustment in Contract Time for a described scope of work. An RFP is not a Change Order, a CCD or a direction to proceed with the scope of work described in the RFP. The Contractor's response to the RFP shall be in the form of a Proposed Change Order.

Schedule of Submittals – A schedule prepared and maintained by the Contractor of required submittals and the time requirements to support scheduled performance of related construction activities.

Schedule of Values – A statement furnished by the Contractor to the City reflecting the portions of the Total Contract Price allotted for the various parts of the Work for each work activity contained on the Contract Schedule. Unless otherwise indicated in the Specifications, the total of the Schedule of Values shall equal the full cost of the Work, including all labor, material, equipment, overhead, and profit. For lump sum contracts, the Schedule of Values is the basis for reviewing the Contractor's application for progress payments.

Special Provisions – The Special Provisions are specific clauses setting forth conditions or requirements particular to the Work.

Specifications – The directions, provisions, and requirements contained herein. When the term "Specifications" or "these Specifications" is used, it means the provisions as set forth herein, together with any amendments or revisions that may be set forth in the Special Provisions. The Specifications are comprised of "General Provisions", Special Provisions", "General Requirements" and "Technical Specifications".

Standard Drawings – The City of Rocklin Construction Specifications, Improvement Standards and Standard Drawings, which are incorporated into the Standard Construction Specifications, and made a part of the Plans by reference to one or more specific Standard Drawings.

State – The State of California.

State Specifications – Unless otherwise stated in the Special Provisions, the version of the Standard Specifications of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

State Plans – Unless otherwise stated in the Special Provisions, the version of the Standard Plans of the State of California, Department of Transportation, in effect at the time of Notice to Contractors.

Subcontractor – A properly licensed party under contract to and responsible to the Contractor for performing a specified part of the Work; or a properly licensed party under contract and responsible to a Subcontractor of the Contractor.

Substantial Completion – The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents

so City can occupy or utilize the Work for its intended use, and only minor corrective Work remains to be performed, all required approvals, certificates of occupancy and other sign-off from any other public agencies with jurisdiction have been obtained, (provided such approvals are not delayed as a result of causes unrelated to Contractor's or its Subcontractors', sub-subcontractors', or suppliers' performance or failure to perform the Work or to satisfy its obligations under the Contract Documents) and Contractor has cleaned up and removed all equipment, tools and other materials from the Work area. Contractor shall secure and deliver to City written warranties and guaranties from its Subcontractors, sub-subcontractors and suppliers bearing the date of Substantial Completion or some other date as may be agreed to by City and stating the period of warranty as required by the Contract Documents.

Supplemental Drawing – Supplemental Drawings define the Plans or Specifications in greater detail by providing additional information that may have not been specifically or clearly shown or called out on the Plans or in the Specifications.

Technical Specifications – The provisions of the Specifications that describe the technical aspects of the Work, including all technical references contained therein.

Total Bid Price – The aggregate sum of the Bid, including all additive items.

Total Contract Price – The total price for the Work as bid by the Contractor, including any additions or subtractions made via Change Orders.

Work – All obligations and/or actions which the Contractor is contractually required to fulfill and/or perform as specified, indicated, shown, contemplated, or implied in the Contract, including but not limited to (1) all alterations, amendments, or extensions made by Change Order or other written directives or directives of the City; (2) furnishing of all materials, supplies, equipment, tools, labor, transportation, supervision, and all incidentals necessary to perform all tasks required by the Contract; (3) all tasks, duties and obligations required by the Contract; and (4) closing documents for the Project such as complete Record Drawings and submission of all manuals.

Working Day – Any day except: (a) Saturdays, Sundays, and City Legal Holidays; (b) days on which the Contractor is specifically required by the Special Provisions or by law to suspend construction operations; or (c) days on which the Contractor is prevented from proceeding with the current controlling operation or operations of the Work for at least five (5) hours per day due to inclement weather, or conditions resulting immediately therefrom.

Working Drawing – Working Drawings detail a particular item of work and the manner in which it is to be accomplished or performed. Working Drawings are prepared by the Contractor as a submittal or a portion of a submittal and may be specifically requested by the City or required in the Contract or a Field Directive or other written directive.

CHAPTER 2 - BID REQUIREMENTS AND CONDITIONS

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CHAPTER 2 BID REQUIREMENTS AND CONDITIONS

2-1 BID FORM

The City will furnish to each prospective Bidder a Bid Form as part of the Contract Documents which, when properly completed and executed, must be submitted as the Bidder's Bid for the Work. All Bids must be submitted on the City-furnished Bid Form to be valid and accepted. Bids that are not submitted on the City-furnished Bid Form will be rejected. The completed Bid Form shall be in English and legible, and shall be properly signed in longhand by the Bidder, if an individual, by a member of a partnership, by an officer of a corporation authorized to sign contracts on behalf of the corporation, or by an agent of the Bidder. If submitted by a corporation or limited liability company, the Bid shall show the name of the state under the laws of which the corporation or limited liability company is chartered or organized.

The Bid shall be made on the Bid Form in clearly legible figures as follows:

2-1.01 Unit Price Bid

Where the Bid for an item of Work is to be submitted on a unit price basis, the Bidder shall bid a unit price as total compensation for completion of one unit of the work described under that item. This price shall be multiplied by the Estimated Quantity included in the Bid Form to derive a total bid price for that item. The total amount bid for a unit price contract shall be entered on the space provided on the Bid Form as a grand total of all individual items. The Estimated Quantities included on the Bid Form are approximate and are only included in the Bid Form as a basis for comparison of Bids. The City does not, expressly or by implication, represent or agree that the actual amount of work will equal the approximate Estimated Quantities. Payment will be made for the actual quantity of Work performed in accordance with the Contract. The City reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable in the sole discretion of the City. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9- 8.02, “Payment for Changes – Unit Prices”, of these Specifications.

2-1.02 Lump Sum Bid

Where the Bid for an item of Work is to be submitted on a "Lump Sum" or "Job" basis, a single lump-sum price shall be submitted in the appropriate place on the Bid Form. Items bid on a lump-sum basis shall result in a complete structure, operating plant, or system, in satisfactory working condition with respect to the functional purposes of the installation, as described in the Contract, and no extra compensation will be paid for anything omitted but fairly implied.

2-1.03 Allowances

Where specific allowance items have been entered on the bid form by the City, the total amount entered on the bid form shall be included in the Total Bid Price. However, the total amount to be paid for the Work included in the Allowance shall be the amount of the Allowance actually utilized in the course of completing the Work.

2-2 PREPARATION AND SUBMISSION OF BIDS

The Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Each Bidder and listed Subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the Bidder to be registered at the time of bidding shall render the Bid non-responsive and ineligible for award. An unregistered Subcontractor will not be permitted to work on the Project and Contractor may be required to substitute, at its cost and with no adjustment in the Total Contract Price, an unregistered Subcontractor with a registered Subcontractor.

By submission of a Bid, the Bidder acknowledges acceptance of the nature and location of the Work, the general and local conditions, conditions of the site, the character, quality and scope of work to be performed, the availability of labor, electric power, water, the kind of surface and subsurface materials on the site, the materials and equipment to be furnished, and all requirements of the Contract or other matters which may affect the Work or the cost. Any failure of a Bidder to become acquainted with all of the available information concerning conditions will not relieve the Bidder from the responsibility for estimating properly the difficulties or cost of the Work.

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

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

Bid prices shall include everything necessary for the completion of the Work and fulfillment of the Contract, except as may be provided otherwise in the Contract Documents. Bid prices shall include all Federal, State, and local taxes, and all other fees and costs not expressly paid for by the City as stated in the Special Provisions.

The Bid shall be submitted in a sealed envelope as directed in the Notice to Contractors. The Bidder shall plainly mark the exterior of the envelope in which the Bid is submitted to indicate that it contains a Bid for the project for which the Bid is submitted, and the date of the Bid opening therefore.

Bids submitted in envelopes that are not properly marked will be rejected.

2-3 EXAMINATIONS OF PLANS, SPECIFICATIONS, AND SITE OF WORK

The Bidder shall examine carefully the site of the proposed Work and the Plans, Specifications and Contract Documents, and shall be satisfied as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered. The submission of a Bid shall be conclusive evidence that the Bidder is satisfied through the Bidder's own investigation as to the conditions to be encountered; the character, quality, quantity and scope of work to be performed; and the materials and equipment to be furnished.

If material discrepancies or apparent material errors are found in the Plans and Specifications prior to the date of bid opening, an Addendum may be issued (see Section 2-9, "Addenda", below). Otherwise, in figuring the Work, Bidders shall consider that any discrepancies or conflict between Plans and Specifications will be governed by Section 4-1, "Intent of Contract Documents".

2-4 SUBSURFACE CONDITIONS

Where investigations of subsurface conditions have been made by the City with respect to subsurface conditions, utilities, foundation, or other structural designs, and that information is shown in the Plans, it represents only a statement by the City as to the character of materials which have actually been encountered by the City's investigation. This information is only included for the convenience of Bidders.

Investigations of subsurface conditions are made for the purpose of design only. The City assumes no responsibility with respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or of the interpretation thereof. There is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is included in the Plans, it is expressly understood and agreed that said log of test borings does not constitute a part of the Contract. The log of test borings represents only an opinion of the City as to the character of the materials to be encountered, and is included in the Plans only for the convenience of the Bidders. Making information available to Bidders is not to be construed in any way as a waiver of the provisions of the first paragraph of this Section, and Bidders must satisfy themselves through their own investigations as to conditions to be encountered.

2-5 CONTRACTORS/SUBCONTRACTORS REQUIRED TO BE LICENSED AND REGISTERED

The Bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of work contemplated in the Project, and shall be skilled and regularly engaged in the general class or type of work called for under the Contract. The specific type of license required will be indicated in the "Notice to Contractors". Unless specified otherwise in the Special Provisions, the Bidder shall indicate the license number and class in the space provided for that purpose on the bid form.

All Subcontractors engaged to perform portions of the Work shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code to do the type of

work for which they are subcontracted, and shall be skilled and regularly engaged in the genera l class or type of work called for under their subcontracts. Additionally, Subcontractors listed in the Bid shall be licensed at the time the Bid is submitted to do the type of work for which they are subcontracted.

Attention is also directed to the provisions of Public Contract Code Section 20103.5, which addresses Contractor licensing requirements. The City may not award the Contract if it cannot be verified that the low Bidder is an appropriately licensed Contractor at the time of Contract award.

The Contractor, and all Subcontractors, shall be registered pursuant to Labor Code section 1725.5 prior to engaging in the performance of any public work contract that is subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and shall maintain current registration throughout the term of this Contract.

2-6 COMPETENCY OF BIDDERS

It is the intention of the City to award a Contract only to a Bidder who furnishes satisfactory evidence that the Bidder has the requisite experience and ability, and has sufficient capital, facilities, and plant to enable the Contractor to prosecute the Work successfully and promptly, and to complete the Work within the time stated in the Contract.

If required by the Bid Form, a statement of experience and business standing for the Bidder and any or all Subcontractors designated in the Bid shall be provided to the City at Bid time. To determine the experience of a Bidder, the City may consider any relevant evidence that the Bidder, and/or its key personnel assigned to the Project for the duration of the Project, and/or the Subcontractor(s) has or has not satisfactorily performed on other contracts of similar nature, value, magnitude and/or difficulty.

2-7 JOINT VENTURE BIDS

If two or more prospective Bidders desire to bid jointly as a joint venture on a single project, the joint venture Bid must be accompanied by either a notarized copy of a valid license issued to the joint venture by the Contractor’s State License Board or the license number and class of a valid licensed issued by the Contractor’s State License Board to each member of the joint venture.

Attention is also directed to the provisions of Business and Professions Code Sections 7028.15 and 7029.1 and Public Contract Code Section 20103.5, which address Contractor licensing requirements for joint ventures. Unless it has done so with its Bid, the joint venture must provide to the City, prior to award of the Contract, a notarized copy of a valid license issued to the joint venture. The City may not award the Contract if it cannot be verified that the joint venture is appropriately licensed at the time of Contract award.

2-8 SUBCONTRACTORS

In accordance with the Subletting and Subcontracting Fair Practices Act, of the Public Contract Code, Section 4100 et seq., each Bidder shall list in the bid form:

- The name, California contractor license number, and the location of the place of business of each Subcontractor whom the Bidder proposes to perform work or labor or render service to the prime Contractor in or about the construction of the Work, or a Subcontractor licensed by the State of California who, under subcontract to the prime Contractor, is proposed by the Bidder to specially fabricate and install a portion of the Work according to detailed drawings contained in the Contract, in an amount in excess of one-half of one percent (0.5%) of the Total Bid or, in the case of a Bid for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the Bidder's Total Bid or ten thousand dollars ($10,000), whichever is greater. In the case of a Bid including additive Alternates, the bid amount for determining whether a Subcontractor is required to be listed shall be the base bid amount, and the Bidder shall list all Subcontractors subject to this requirement even if the Subcontractor only meets the threshold amount based on work included in one or more Alternates.

- The portion of the Work [type of work] that will be done by each Subcontractor. The Bidder shall list only one Subcontractor for each portion as is defined by the Bidder in the Bid.

- DIR Registration number or other proof of registration.

If a Bidder fails to specify a Subcontractor for any portion of the Work to be performed under the Contract (or specifies more than one Subcontractor for the same work), the Bidder agrees that the Bidder is fully qualified and shall perform that portion of the Work.

Within 24 hours following the bid opening date and time, a Bidder may further define its description of the "portion" of work to be performed by a listed Subcontractor, including for example by specifying Bid Items to be performed by a listed Subcontractor, but the Bidder shall not vary the portion of work to be provided to the listed Subcontractor. Bidders who list a Subcontractor for less than all of a type of work as described in the Subcontractor listing in the Bid must provide an additional, unique description of the work to be performed by the listed Subcontractor within 24 hours following the Bid Opening date and time or the Subcontractor will be deemed to have been listed to perform all work falling within the description of work.

No Subcontractor listed in the Bid as furnishing and installing carpeting shall sublet any portion of the labor to be performed unless the Subcontractor specified its Subcontractor in its bid to the Bidder.

If after the award of the Contract, the Contractor subcontracts any portion of the Work, except as provided in Section 4107 or 4109 of the Act, the Contractor shall be subject to the penalties specified in Section 4111 of the Act.

Pursuant to Public Contract Code Section 6109, a Contractor may not perform work with a Subcontractor who is ineligible to perform work on public works projects pursuant to Labor Code Section 1777.1.

The Contractor shall include provisions in every subcontract and/or purchase order that the Contract between the Contractor and the City is part of the subcontract or purchase order, and that all terms and provisions of the Contract are incorporated in the subcontract or purchase

order. Copies of all subcontracts and purchase orders shall be available to the City upon written request.

2-9 ADDENDA

The correction of any material discrepancies in, or material additions to/omissions from, the Plans, Specifications, or other Contract Documents, or any interpretation thereof, during the bidding period will be made only by an Addendum issued by the City. A copy of each Addendum issued by the City will be posted on the City's website and notice will be provided to each plan holder listed on the City plan holder list and is a part of the Contract. Any interpretation or explanation not included in the addenda will not be considered binding.

2-10 ASSIGNMENT OF ANTITRUST ACTIONS

The Bidder is required to comply with Public Contract Code Section 7103.5(b), which addresses assignment of antitrust actions.

2-11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT OR SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As stipulated in the Certification Regarding Debarment, Suspension, Proposed Debarment or Suspension to be submitted a Bid time, the Bidder certifies, to the best of its knowledge and belief, except as expressly disclosed the referenced Certificate, that:

1. The Bidder and/or any of its Principals:

    a. Are not presently debarred, suspended, proposed for debarment or suspension, or declared ineligible for award of the contract by any Federal, State, or local agency.

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

    c. Are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in Item 1b. above.

    d. The Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State, or local agency.

2. "Principals," for the purposes of this certification, means: officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager;

head of a subsidiary, division, or business segment, and similar positions).

3. The Bidder shall provide immediate written notice to the City if, at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. A certification that any of the items in Paragraph 2-11-1 of this provision exists will not necessarily result in withholding of an award. However, the certification will be considered in connection with a determination of the Bidder's responsibility. Failure of the Bidder to furnish a certification or provide such additional information as requested by the City may render the Bidder non-responsible or nonresponsive.

5. A Bidder must disclose those exceptions within the scope of the certification which are known to it, or which could be determined from a reasonable inquiry. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the required certification. The knowledge and information of a Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The above-described certification is a material representation of fact upon which reliance will be placed when making the award, if and when made. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the contract resulting from this solicitation for default.

If the Bidder has any exceptions to the certification set forth above, the exception and an explanation of the circumstances must be attached to the Bid.

2-12 BID GUARANTEE

The Bid shall be accompanied by a Bid Guarantee in the form of cash, a certified check, a cashier’s check, or a bidder’s bond issued in favor of the City and provided by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The Bid Guarantee shall be not less than ten percent (10%) of the Total Bid Price. No Bid will be considered unless accompanied by a Bid Guarantee. The City is authorized to forfeit such Bid Guarantee as necessary to reimburse for costs incurred for failure of the successful Bidder to enter into a contract. The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The City is not precluded by a Bid Guarantee from recovering from the defaulting Bidder damages in excess of the amount of said Bid Guarantee incurred as a result of the failure of the successful Bidder to enter into a contract with the City for the Work.

2-13 WITHDRAWAL OF BID

A Bid may be withdrawn at any time prior to the hour fixed in the Notice to Contractors for the submission of Bids by a written request of the Bidder filed with the City at the location where the Bid was submitted. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid within the time prescribed.

2-14 PUBLIC OPENING OF BIDS

Bids will be opened and read publicly at the time and place indicated in the Notice to Contractors or in a subsequent Addendum. Bidders or their authorized representatives and other interested parties are invited to be present.

2-15 REJECTION OF BIDS

The City reserves the right to reject any or all Bids. The City reserves the right to waive irregularities in a Bid and to make an award in the best interest of the City. Bids containing omissions, erasures, alterations, conditions, or additions not called for may be rejected.

2-16 DISQUALIFICATION OF BIDDERS.

More than one Bid from any individual, firm, partnership, corporation, limited liability company association, or joint venture under the same or different names, will not be considered. Reasonable ground for believing that any Bidder is interested in more than one Bid for the Work will cause rejection of all Bids in which such Bidder is interested. This prohibition shall not prevent any proposed Subcontractor from being listed in more than one Bid. This prohibition shall not prevent Bids by Bidders with partial ownership in common unless the two Bidders have identified the same individual as their responsible managing employee, member, manager or officer. If there is reason to believe that collusion exists among Bidders, none of the participants of such collusion will be considered.

Any Bid in which the prices obviously are unbalanced may be rejected.

2-17 RELIEF OF BIDDERS

Attention is directed to Public Contract Code Sections 5100 through 5107, concerning relief of Bidders and in particular to the requirement therein that if the Bidder claims a material mistake was made in its Bid, the Bidder shall give the City written notice within five (5) days after the opening of the Bids (excluding Saturdays, Sundays, or Legal Holidays) of the alleged mistake, explaining in the notice in detail how the mistake occurred.

2-18 BID PROTESTS

If the Bidder believes that any provision in the solicitation for Bids is vague, ambiguous, conflicting or contrary to law, then the Bidder shall promptly bring its concern to the City by written notice specifying the provision(s) in question and the factual and legal bases for concern. Failure of the Bidder to raise any concern relating to a solicitation requirement within at least two (2) working days prior to the Bid due date will be deemed a waiver of the Bidder's right to protest based on alleged vague, ambiguous, conflicting or unlawful requirements in the solicitation.

As set forth in the "Resolution of Disputes Regarding the Bidding Process," any Bidder may file a protest against the award of the Contract to any other Bidder. In submitting a bid to the City, the Bidder agrees to comply with and to be bound by that procedure, as summarized below.

No later than five (5) calendar days after Bids are opened, the Bidder must submit in writing to the City an explanation of all legal and factual grounds for any protest. These requirements are to be strictly construed. Untimely protests and/or grounds not set forth in the protest will not be considered. Failure to timely protest or otherwise comply with the protest requirements will constitute a waiver of the right to challenge and forever bar the Bidder from challenging, whether before the City or any administrative or judicial tribunal, any particular Bid(s), the bidding process, or the Contract award on any ground not set forth in the protest. Upon receipt of a protest, the City will provide a copy to any Bidder whose Bid is challenged in the protest.

If a timely written protest is provided to the City at least two (2) business days before any City Council meeting at which the award of the Contract will be considered, then the City shall make reasonable efforts to provide the protesting Bidder with a written response to the protest prior to the City Council meeting. A copy of any City response will be provided to any other Bidder responding to the protest.

Notice of the date and time of the City Council meeting at which the award of the Contract for the Project shall be considered will be posted on the City's website.

CHAPTER 3 - AWARD AND EXECUTION OF CONTRACT

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CHAPTER 3 AWARD AND EXECUTION OF CONTRACT

3-1 AWARD OF CONTRACT

The award of the Contract, if the Contract is to be awarded, will be to the lowest responsive, responsible Bidder. In addition to price in determining the lowest responsive, responsible Bidder, consideration will be given to:

- The ability, capacity and skill of the Bidder to perform the Work;
- The ability of the Bidder to perform the Work within the time specified, without delay;
- The ability of the Bidder to perform the Work in a safe manner;
- The character, integrity, reputation, judgment, experience and efficiency of the Bidder; and,
- The quality of the Bidder's performance on previous work with the City.

Unless otherwise specified in the Special Provisions, if an alternate or alternates are identified by the City to the bidders, award will be based on any combination of Base Bid and Alternates as determined by the City. This process is conducted by the City in a “blind selection” format, *i.e*., without knowledge of the identity of any of the Bidders before ranking of all Bidders from lowest to highest has been determined. Bidders are to submit their Bid in two sealed envelopes, both containing all identifying information for the Project, and both of which are then to be included in a third sealed envelope containing all identifying information for the Project, but without any identifying information regarding the Bidder. The first envelope shall be marked “Envelope 1” and shall contain only an unsigned copy of the bidder’s bid form, without any identifying information for the bidder and without any other required bid submissions. The second envelope shall be marked “Envelope 2” and shall contain a complete copy of all required bid documents, including a signed copy of the bid form. Any discrepancies in the pricing information in the two sealed envelopes may render the bid nonresponsive. Alternates may be selected for award by the Council at its discretion. All awards will be made in the City’s best interest.

3-2 TIME OF AWARD

The award, if made, will be made within sixty (60) days after the Bid Opening, unless otherwise specified. The period for contract award shall be tolled while any protest of an intended award is pending. The specified period of time within which the award of the Contract may be made may be extended as agreed upon in writing by the City and the Bidder before the last day specified in the solicitation for award.

If the lowest responsive, responsible Bidder refuses or fails to execute the Contract, or to provide required bonds and/or insurance certificates, the City may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Contract or to provide required bonds and/or insurance, the City may award the Contract to the third lowest responsive, responsible Bidder.

3-3 CONSIDERATION OF BIDS

After the Bids have been opened and read, they will be checked for accuracy and compliance with the Specifications. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and

the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule or the sum of two or more bidding schedules does not equal the total amounts quoted, the individual item or schedule amounts shall govern and the correct total shall be deemed to be the amount bid. If the Bid is missing the unit price, then it may be deemed incomplete and the Bid may be rejected.

After the City has made any necessary corrections in mathematical errors appearing on the face of the Bid, all Bids will be compared based on the bid form.

3-4 PERFORMANCE AND PAYMENT BONDS

As part of the execution of the Contract, the successful Bidder shall furnish the following corporate surety bonds to the benefit of the City. The format of the Performance Bond and Payment Bond forms shall be those contained in the Invitation for Bids. Bonds shall be executed by a surety company authorized to do business in the State of California and listed in the current Federal Department of Treasury Circular 570. The successful Bidder must submit with the bonds the original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws or other instrument entitling or authorizing the person who executed the bond to do so.

When the amount to be paid to the Contractor is based upon units of work to be performed or items to be provided, the term “Total Contract Price” as used below for the purpose of posting Performance and Payment Bonds shall be computed on the basis of the unit price bid multiplied by the Estimated Quantities of work to be performed.

3-4.01 Performance Bond

The Performance Bond, to guarantee the performance of all covenants and stipulations of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Total Contract Price as set forth in the Contract.

3-4.02 Payment Bond

The Payment Bond, to guarantee the payment of wages and of bills contracted for materials, supplies, or equipment used in the performance of the Contract, shall be on the form provided by the City and shall be in a sum not less than one hundred percent (100%) of the original Total Contract Price as set forth in the Contract.

3-5 NOTIFICATION OF SURETY COMPANIES

The surety company shall be familiar with all the provisions and conditions of the Contract. It is understood and agreed that the surety company waives notice of change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications accompanying the same, or any other act or acts by the City or the City’s authorized agents under the terms of the Contract; and failure to so notify the surety company of changes shall in no way relieve the surety company of its obligations under the Contract. Any alteration or alterations made in any provision of this Contract shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of Section 2819 of the Civil Code.

3-6 RETURN OF BID GUARANTEES

After Bids have been received and reviewed by the City, Bid Guarantees will be returned to the respective Bidders except those submitted by the three lowest responsive, responsible Bidders.

Bid Guarantees for Bids not to be further considered in executing the Contract will be returned within ten (10) days after the award of the Contract. The Bid Guarantees of the three lowest responsive, responsible Bidders will be returned within ten (10) days after the successful Bidder has filed satisfactory bonds and proof of insurance as specified and the Bidder and the City have executed the Contract.
If all Bids are rejected and no award is made, all Bid Guarantees will be returned within ten (10) days of the decision of the Council to not award the Contract.

3-7 EXECUTION OF CONTRACT

The Contract shall be executed by the successful Bidder and returned to the City, together with the Performance Bond, Payment Bond, certificates of insurance and insurance endorsements, and any other documents required at the time of Contract execution by the Special Provisions within ten (10) days of the Bidder’s receipt of the documents. Insurance certificates shall be signed by a person authorized by the insurer to bind coverage on its behalf and shall be accompanied by copies of all endorsements required by Section 3-9 below.

When requested by the City, the successful bidder shall furnish complete, certified copies of all required insurance policies, including endorsements specifically required by Section 3-9. After execution by the City, one copy of the Contract, bonds, and certificates of insurance will be returned to the Contractor.

3-8 FAILURE TO EXECUTE CONTRACT

If the Bidder to whom the Contract is awarded fails to execute the Contract and file acceptable bonds and insurance certificates as provided herein within ten (10) days from the time the Contract forms are received by the Bidder, the award may be annulled and the Bidder’s Bid Guarantee forfeited to the City. At the City’s discretion, the Contract may then be awarded to the next lowest responsive, responsible Bidder.

If the City awards the Contract to the second lowest responsive, responsible Bidder, the amount of the lowest responsive, responsible Bidder's Bid Guarantee shall be applied by the City to the difference between the lowest Bid and the Bid of the second lowest responsive, responsible Bidder, and the surplus, if any, will be returned to the lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the Bidder's Bond if a bond is used.

On refusal or failure of the second lowest responsive, responsible Bidder to execute the Contract, the City may award it to the third lowest responsive, responsible Bidder. If the City awards the Contract to the third lowest responsive, responsible Bidder, in addition to application of the lowest Bidder’s Bid Guarantee as aforesaid, the amount of the second lowest responsive, responsible Bidder’s Bid Guarantee shall be applied by the City to the difference between the Bid of the second lowest responsive, responsible Bidder and the Bid of

the third lowest responsive, responsible Bidder, and the surplus, if any, shall be returned to the second lowest responsive, responsible Bidder if a check or cash is used, or credited to the surety on the second lowest Bidder's Bid Bond if a bond is used.

Additionally, any forfeited Bid Guarantee shall be applied as necessary to reimburse for the costs incurred for failure of the successful Bidder(s) to enter into a contract. The surplus, if any, will be returned to the defaulting Bidder(s), if a check or cash is used, or credited to the surety on the Bidder's Bond, if a bond is used.

The amount of the Bid Guarantee shall not be deemed to constitute a penalty or liquidated damages. The liability of the Surety shall not exceed the limits of the bid bond amount.

3-9 INSURANCE

The Contractor shall procure, maintain, and keep in force at all times during the term of the Contract in insurance companies acceptable to the City, at the Contractor's sole expense, the following insurance:

3-9.01 General Liability

General Liability insurance including, but not limited to, protection for claims of bodily injury and property damage liability, personal and advertising injury liability, contractual liability applicable to the Contractor's assumed liability under the Contract, and products and completed operations liability. Coverage shall be at least as broad as "Insurance Services Office Commercial General Liability Coverage Form CG 0001" (occurrence). The limits of liability shall be not less than:

Each Occurrence	Two Million Dollars ($2,000,000) combined single limits for Bodily Injury and Property Damage
Personal and Advertising Injury	One Million Dollars ($1,000,000)
Products and Completed Operations Aggregate	One Million Dollars ($1,000,000) combined single Limits for Bodily Injury and Property Damage
General Aggregate	Four Million Dollars ($4,000,000) combined single limits for Bodily Injury and Property Damage
Fire Damage	One Hundred Thousand Dollars ($100,000)

The policy shall provide coverage for claims arising out of subsidence.

The Contractor shall procure and maintain Products and Completed Operations Coverage with a carrier acceptable to the City through the expiration of the patent deficiency in the statute of repose set forth in the Code of Civil Procedure section 337.1.

3-9.02 Automobile Liability

Automobile Liability insurance providing protection against claims of bodily injury and property damage arising out of ownership, operation, maintenance, or use of owned, hired, and non-owned automobiles. Coverage shall be at least as broad as “Insurance Services Office Business Auto Coverage Form CA 0001,” symbol 1 (any auto). The limits of liability shall not be less than:

Bodily Injury and Property Damage Combined Single Limit	One Million Dollars ($1,000,000)

3-9.03 Workers' Compensation

Workers' Compensation insurance, with coverage as required by the State of California (unless the Contractor is a qualified self-insurer with the State of California), and Employers’ Liability coverage. The limits of Employers’ Liability shall not be less than:

Each Accident	One Million Dollars ($1,000,000)
Disease Each Employee	One Million Dollars ($1,000,000)
Disease Policy Limit	One Million Dollars ($1,000,000)

The Workers’ Compensation policy required hereunder shall be endorsed to state that the Workers’ Compensation carrier waives its right of subrogation against the City, its officers, officials, employees, agents or volunteers.

In the event the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure by the Department of Industrial Relations Administration of Self-Insurance, Sacramento. Contractor shall provide evidence of waiver of its right of subrogation against the City, its offices, officials, employees, agents or volunteers as a self-insurer.

3-9.04 Excess or Umbrella Liability

If the Special Provisions require limits of insurance greater than those specified in the General Provisions, the Contractor shall maintain excess or umbrella liability insurance providing excess coverage at least as broad as the underlying coverage for General Liability, Automobile and Employer’s Liability with a limit equal to the amount stated in the Special Provisions per occurrence and aggregate.

3-9.04.A Contractor’s Equipment

The Contractor, and each of its Subcontractors, shall separately insure its own equipment for loss and damage. The Contractor’s Property and Inland Marine policies shall include, or be endorsed to include, a waiver of subrogation against the City, its officers, officials, employees, agents, and volunteers which might arise by reason of damage to the Contractor’s property or equipment (owned, leased or borrowed) in connection with work performed under this Contract by the Contractor.

3-9.04.B Railroad Protective Liability

When stated as a requirement in the Special Provisions, the Contractor shall procure,

maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Railroad Protective Liability insurance with limits of liability as set forth in the Special Provisions.

3-9.04.C Builder's Risk Insurance

When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract and until the date of transfer of the insurable interest to and acceptance by the City, at the Contractor's sole expense, Builder's Risk insurance with limits of liability equal to one hundred percent (100%) of the full replacement cost of the Work.

1. Coverage shall be written on a Replacement Cost basis without application of coinsurance and shall cover the Project sites against losses included in perils usually included in a "Special Form" policy format in addition the policy shall include:

    a. Earthquake and Land Movement and Flood.

    b. Loss that ensues from design error, defective materials, or faulty workmanship.

    c. Mechanical breakdown or electrical damage, including testing, magnetic disturbance and changes in temperature or humidity disturbance, and changes in temperature or humidity.

    The property covered shall include the Work, including any materials, equipment, or other items to be incorporated therein while the same are located at the construction site, stored off site, while in transit or at the place of manufacture. In addition, the policy shall cover collapse, falsework, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architects, engineers and other design professionals required as a result of such insured loss. The policy shall contain a provision that the interests of the City and the Contractor, Subcontractors and material suppliers are insureds under the policy and that any loss shall be payable to the insureds as their interests may appear.

    When stated as a requirement in the Special Provisions, Builder's Risk Insurance shall include Delay in Opening coverage with limits of liability, and for the period of time, as set forth in the Special Provisions. Coverage shall include debt service, expense, loss of earnings or rental income or other loss incurred by the City, without deduction, due to the failure of the Project being completed on schedule.

2. The maximum deductible for earthquake, land movement and flood allowable under this policy shall be five percent (5%) of replacement value at risk at the time loss. A one hundred thousand dollars ($100,000) minimum is acceptable. The maximum deductible for all other perils allowable under this policy shall be ten thousand dollars ($10,000). All deductibles shall be borne solely by the

Contractor, Subcontractors, or material suppliers, and the City shall not be responsible to pay any deductible, in whole or in part.

3. The City and the Contractor waive all rights against each other and against all other contractors for loss or damage to the extent reimbursed by Builder's Risk insurance or any other property or equipment insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed to obtain such consent.

4. If not covered by Builder's Risk insurance or any other property or equipment insurance required by this Contract, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, property insurance for portions of the Contractor's work and/or equipment to be incorporated therein stored offsite or in transit.

3-9.04.D Environmental Liability Insurance

When stated as a requirement in the Special Provisions, the Contractor shall procure, maintain, and keep in force at all times during the term of the Contract, at the Contractor's sole expense, Environmental Liability insurance, using an occurrence form (Claims Made forms at not acceptable unless expressly allowed by the City), which includes coverage for sudden and accidental pollution arising out of the handling of hazardous materials or hazardous wastes; non-hazardous materials or non-hazardous wastes that, when released into the environment, violate regulatory standards of the Federal, State or Local Government; and coverage for liability arising out of the handling of asbestos.

If coverage for Environmental Liability insurance is allowed by the City to be written on a claims-made form, the following provisions apply:

Limit of coverage shall be not less than ten million dollars combined single limits for Bodily Injury and Property Damage ($10,000,000).

Insurance must be maintained and evidence of insurance must be provided for at least four (4) years after completion of the Work. Additional provisions, including Project specific coverage may be required at the sole discretion of the City.

3-9.04.E Other Provisions

1. The Contractor's General Liability, Automobile Liability, and any Excess or Umbrella Liability or other insurances required in the Special Provisions, shall contain the following provisions:

    a. The City, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds as respects liability arising out of the activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor, or automobiles owned, leased, hired, or

borrowed by the Contractor. The policy shall contain no special limitations on the scope of coverage afforded to the City, its officers, officials, employees, agents, or volunteers.

b. For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies on the part of the Contractor, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

2. The Contractor's General Liability and any Excess or Umbrella Liability insurance policies shall contain an endorsement stating that any aggregate limits shall apply separately to the Work.

3. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

4. Each insurance policy by endorsement or provision shall state that coverage shall not be suspended, voided, cancelled, reduced in scope of coverage or in limits, non-renewed, or materially changed unless the insurer(s) provide thirty (30) Calendar Days written notice by certified mail to the City prior to such change. Ten (10) Calendar Days prior written notice by certified mail shall be given to the City in the event of cancellation due to nonpayment of premium.

5. All of the Contractor's insurance coverage, except as noted below, shall be placed with insurance companies with a current A.M. Best rating of at least A-IX.

   Exception: Workers' Compensation which is provided through a State Compensation Insurance Fund or a qualified self-insurer for Workers' Compensation under California law.

6. The Contractor shall sign and file with the City the following certification prior to commencing performance of the work of the Contract:

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

   Said certification is included in the Contract, and signature and return of the Contract shall constitute signing and filing of the said certification.

7. The City, at its discretion, may require new types of insurance coverage or increase the limits of insurance coverage required hereunder at any time during the term of the Contract by giving thirty (30) Calendar Days written notice to the Contractor. Contractor shall immediately procure such insurance or increase the limits of coverage and provide certificates of insurance, including copies of all required endorsements, to the City within thirty (30) Calendar Days of receipt of the City's request.

8. The required insurance coverage shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve the Contractor of its duties and responsibilities in this Contract.

9. If the Contractor fails to procure or maintain insurance as required by this Section 3-9 and each of its subsections and any Special Provisions, or fails to furnish the City with proof of such insurance, the City, at its discretion, may procure any or all such insurance. Premiums for such insurance procured by the City shall be deducted and retained from any sums due the Contractor under the Contract. Failure of the City to obtain such insurance shall in no way relieve the Contractor from any of the Contractor's responsibilities under the Contract. Any failure of the Contractor to maintain any item of the required insurance is sufficient cause for termination of the Contract as a material breach.

10. The making of progress payments to the Contractor shall not be construed as relieving the Contractor of responsibility for loss or damage, or destruction occurring prior to final acceptance by the City. Partial payment does not constitute partial acceptance.

11. The City is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of the Contract. The City will provide such amendments or waivers in writing to the Contractor.

12. The Contractor is responsible for the acts and omission of all of its Subcontractors and shall require all of its Subcontractors to maintain adequate insurance.

The failure of the City to enforce in a timely manner any of the provisions of this Section 3-9 and/or any of its subsections shall not act as a waiver to enforcement of any of these provisions at any time during the term of the Contract.

3-9.04.F Deductibles and Self-Insurance Retention

Any deductible or self-insured retention over $10,000 that applies to General Liability or Automobile Liability must be declared to and approved by the City.

3-9.05 Notification of Accident or Occurrence

The Contractor shall report by telephone to the City within twenty-four (24) hours and also report in writing to the City within fifteen (15) Calendar Days after the Contractor or any

Subcontractors or agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of ten thousand dollars ($10,000) to the Work, property of the City or others, arising out of any work done by or on behalf of the Contractor as part of the Contract. Such report shall contain:

1. The date and time of the occurrence,

2. The names and addresses of all persons involved, and

3. A description of the accident or occurrence and the nature and extent of injury or damage.

3-9.05 Notification of Claim

If any claim for damages is filed with the Contractor or if any lawsuit is instituted against the Contractor, that arises out of or is in any way connected with the Contractor's performance under this Contract and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the City, Contractor shall give prompt and timely notice thereof to the City. Notice shall be prompt and timely if given within thirty (30) Calendar Days following the date of receipt of a claim or ten (10) Calendar Days following the date of service of process of a lawsuit.

CHAPTER 4 - SCOPE OF WORK

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CHAPTER 4 SCOPE OF WORK

4-1 INTENT OF CONTRACT DOCUMENTS

The Work shall be performed and completed according to the Contract Documents. The Contract Documents provide the details for completing the Work in accordance with the terms of the Contract. Each Contract Document is an integral part of the Contract, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents shall be interpreted as being explanatory and complementary in requiring complete Work ready for use and occupancy or operation in satisfactory working condition with respect to the functional purposes of the installation.

The Contractor shall do all of the work and furnish all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary or proper, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any Change Order work or disputed work directed by the City in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

If the Contract does not specifically allow the Contractor a choice of quality or cost of items to be furnished, but could be interpreted to permit such a choice, the Contractor shall furnish the highest quality under current industry standards, regardless of the cost of the item.

Unless otherwise specified, the Contractor agrees to furnish all materials, supplies, equipment, tools, labor, transportation, supervision, resources, and everything else necessary to perform and complete the Work in a good and workmanlike manner to the satisfaction of the City, in the manner designated, and in strict conformity to the Contract. When portions of the Work are described in general terms, but not in complete detail, it is understood that the Contractor will employ only the best general practice and incorporate only the best quality materials and workmanship in the Work.

No extra compensation will be allowed for anything omitted but fairly implied. The prices paid for the various items will include full compensation for furnishing all materials, supplies, equipment, tools, labor, transportation, supervision, resources, incidentals and everything else necessary to complete the Work as provided in the Contract. The prices paid include all overhead, markups and profit.

If the Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery, until authorized by the City, will be done at the Contractor's risk.

4-2 PLANS AND SPECIFICATIONS FURNISHED

The City will provide, at no cost to the Contractor, copies of Project Plans (except Standard Drawings or State Plans), Project Specifications (the State Specifications), and Special Provisions, and the fully executed Contract for the Contractor's use in prosecuting the Work. The total number of copies of the Plans, Specifications, and Special Provisions provided shall equal the total of the prime Contractor plus the number of Subcontractors listed in the Bid. The Contractor may purchase additional copies of Plans, Specifications, and Special Provisions.

The Contractor shall retain an approved set of Contract documents on the job during the progress of the Work. This set shall be used by the Contractor as the Record Drawings as described in Section 11-3, "Record Drawings" of these General Provisions.

4-3 CONFORMANCE WITH CODES AND STANDARDS

The Work shall be in full compliance with the latest adopted edition of the following applicable standards and regulations:

- The State Fire Marshal
- The UBC
- Title 8
- Title 22
- Title 24
- The NEC
- The UPC
- Storm Water Pollution Plans and Standards
- Other codes, laws or regulations applicable to the Work or the Contract.

Nothing in the Contract is to be construed to permit work not conforming to these requirements. When the Work detailed in the Plans and Specifications differs from governing codes, the Contractor shall complete the Work in accordance with the higher standard. If the higher standard is more expensive than the Work detailed in the Plans and Specifications, the Contractor will be compensated for the Contractor's additional costs by Contract Change Order as provided in Chapter 9, "Changes and Claims", of these General Provisions.

4-4 SUPPLEMENTAL DRAWINGS

In addition to the Plans incorporated in the Contract at the time of signing, the City may furnish Supplemental Drawings as necessary to clarify or define in greater detail the intent of the

Contract. In furnishing such Supplemental Drawings, the City may make minor changes in the Work, not involving extra cost and not inconsistent with the nature of the Work. The Supplemental Drawings shall become a part of the Contract.

4-5 FIELD DIRECTIVES OR OTHER WRITTEN DIRECTIVES

The City may issue Field Directives or other written directives from the office or field during the course of the Work, and the Contractor shall immediately comply with the Field Directive or other written directive. Contractor must perform all work directed by a field directive, whether or not Contractor believes the work is included in the Contract and regardless of any disputes regarding money, time and/or other issues. Contractor acknowledges that continued progress of the Work is of high importance and that such disputes can be resolved as the Work progresses.

A Field Directive or other written directive may be used to add, delete, modify, or reject work, to note deficiencies in work, to clarify the Contract or to order work to be performed. Work required by a Field Directive or other written directive shall be in accordance with the Contract and any previously executed Change Orders, except as delineated otherwise in the directive. Drawings included with Field Directives or other written directives are part of the Contract and shall be incorporated into the Record Drawings.

If the Contractor refuses or neglects to comply with or make progress in the execution of any Field Directive or other written directive, the City, in addition to all other rights under the Contract and/or applicable law, may employ any person or persons to perform such work at Contractor's cost, and the Contractor shall not interfere with the person or persons so employed.

At appropriate intervals, Field Directives and/or other written directives that alter the Contract may be grouped to form a Change Order as described in Chapter 9, "Changes and Claims" of these General Provisions.

4-6 DOCUMENT PRECEDENCE

The component Contract Documents are intended to provide explanation for each other. Any work shown on the Plans and not in the Specifications, or vice versa, is to be executed as if indicated in both. In case of conflict in the Contract, the following order of precedence will govern interpretation of the Contract:

1. Permits from other agencies as may be required by law;

2. The Agreement, as amended by Change Orders and any other Contract amendments;

3. Special Provisions;

4. Technical Specifications;

5. Plans and Drawings;

6. General Provisions and General Requirements;

7. Invitation for Bids [Notice to Contractors], including attachments and addenda;

8. City of Rocklin Construction Standard Specifications;

9. City of Rocklin Improvement Standards;

10. State of California Department of Transportation Standard Plans and Specifications.

In addition, the following shall also apply:

1. Written numbers and notes on a drawing shall govern over graphics.

2. A detail drawing governs over a general drawing.

3. A detail specification governs over a general specification.

4. A specification in a section governs over a specification referenced by that section.

5. Changes last in time govern prior requirements.

In case of conflict between the Project Plans and Technical Specifications, the Plans shall govern in matters of quantity and size, the Technical Specifications in matters of quality. In case of conflict within the Plans involving quantities or within the Technical Specifications involving quality, the greater quantity and the higher quality shall be provided.

Where on any Drawing a portion of the Work is drawn out and the remainder is indicated in outline, the drawn out parts shall apply to all other like portions of the Work. Where ornament or other detail is indicated as starting, such detail shall be continued throughout the courses or parts in which it occurs and shall also apply to other similar parts in the Work, unless otherwise indicated.

All work shown on the Plans, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made; however, figured dimensions shall in all cases be followed, even if they differ from scaled measurements. Full-size drawings shall be followed in the execution of the Work.

Any material specified by reference to the number, symbol, or title of a specified standard such as a Commercial Standard, a Federal Specification, a trade association standard, or other similar standards, shall comply with the requirements in the latest approved revision thereof and any amendments or supplements thereto in effect on the date of Notice to Contractors, except as limited to type, class, or grade, or modified in such reference. The standards referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents.

Any work for which there are no technical specifications in the project Plans and Specifications, shall be performed in accordance with documents 8, 9 and 10 listed above in this Section 4-6, with the highest order of precedence. Documents 9 and 10 are only incorporated into the Contract for this limited purpose, and no portions of these documents are

incorporated for any other purpose except as expressly indicated elsewhere in the Contract Documents.

4-7 REQUESTS FOR INFORMATION

4-7.01 General

Contractor shall prepare a Request for Information (RFI) when additional information, clarification, or interpretation of the Contract is required. RFI's may also be used for apparent conflicts, inconsistencies, ambiguities, or omissions.

RFI's shall be submitted to the City sufficiently in advance of the work to permit time for investigation and preparation of a response. Any work undertaken prior to receipt of a response to an RFI will be at the Contractor's risk.

RFI's shall not be used for submittals or for substitution of material or equipment, or for waiving of requirements.

4-7.02 Procedure

An RFI shall be submitted on an approved form as defined at the preconstruction meeting, and shall be numbered consecutively. A status log shall be prepared and updated by the Contractor and reviewed with the City at each progress meeting. Each RFI shall deal with only one topic, item, issue, or system. The RFI shall clearly describe and specifically state what is being requested. Relevant portions of the Contract shall be cited, marked-up, and attached.

The Contractor shall review each RFI before submittal and compare it with the Contract to verify that a response is required. RFI's will only be accepted from the Contractor and not from Subcontractors or suppliers. A recommendation or proposed solution may be included when appropriate or expedient. RFI's that are not clear or RFI's for which a response is clearly identified in the Contract will not be accepted.

4-7.03 Response

The City will normally respond within fifteen (15) Working Days. The City will provide a written response, and that response shall control. The Contractor shall indicate a priority for responses to RFI's if more than five (5) RFI's are pending at the same time. In case of a dispute between the Contractor and the City, protest may be made as provided in Section 9-16, "Dispute Regarding Contract Requirements", of these General Provisions.

Subsequent resubmittals of an RFI shall be identified with the same RFI number and a letter designation. Resubmittals shall clearly state the reason for the resubmittal.

Responses to RFI's indicating a change to drawings shall be recorded by the Contractor on the Record Documents in accordance with Section 11-3, "Record Drawings" of these General Provisions.

4-8 DELETED ITEMS

The City may delete from the Work any item of work. The Contractor will be paid for all work done toward the completion of the item prior to such deletion, as provided in Chapter 9, “Changes and Claims”, of these General Provisions but in no event will the amount paid exceed the Bid or Schedule of Values amount less the value of the deleted work. The Contractor shall make no claim, nor receive any compensation for profits, for loss of profit, for damages, or for any extra payment whatever because of any deleted items of work.

4-9 EXTRA WORK

Work not covered by the Contract but necessary for the proper completion of the Project will be classed as extra work and shall be performed by the Contractor when directed in writing by the City. Extra work shall be performed in accordance with the Contract and as directed by the City.

Extra work must be authorized in writing by the City before the work is started. Payment for extra work will not be made unless such prior written authorization is obtained.

In the event of an emergency or other situation that endangers the Work or endangers public safety, the City will direct the Contractor to perform such extra work necessary to protect the Work or the public.

4-10 USE OF COMPLETED PORTIONS

The City has the right during the progress of the Work to occupy and/or use any completed or partially completed portion of the Work. Such use shall not be deemed acceptance of that portion, nor of any other portions of the Work, nor of work not completed in accordance with the Contract.

Under unusual circumstances on an exception basis, and only by written approval of the City, the City may provide a field acceptance of a completed portion of the Work under Section 7-21 “Final Inspection and Field Acceptance”, of these General Provisions, such that the warranty period for that portion will be considered to commence and the Contractor will be relieved of any further maintenance and protection of that portion. No final payment shall occur for a limited portion of the work. The Contractor will not be relieved of the Contract requirements for repairing or replacing defective work and materials in accordance with Sections 7-21 and 7-23, “Warranty Work”, of these General Provisions.

4-11 LANDS AND RIGHTS-OF-WAY

The City shall provide the lands, rights-of-way, and easements upon which the Work is to be done, and such other lands as may be designated on the Plans for the use of the Contractor. The Contractor shall confine its operations to within these limits. The Contractor shall comply with the terms and conditions of right of entry, right of way and easement documents. The City shall provide photocopies of these documents to the Contractor prior to the Contractor’s use of, or commencement of Work, in the lands in question.

The Contractor shall provide at the Contractor's own expense any additional land and access that is required for temporary construction facilities or storage of materials. The

Contractor shall obtain all required permissions for use of private property prior to taking possession or use. The permission shall be obtained in writing and a copy forwarded to the City prior to the Contractor taking possession of said property.

4-12 WARRANTY

Unless otherwise specified in the Special Provisions, the warranty time period will be one year after City acceptance of Work (see Section 7-22, “Final Acceptance and Notice of Completion”, of these General Provisions) and subject to the terms of the Contractor Guarantee Form. The Performance Bond furnished by the Contractor as part of the execution of the Contract shall include the terms and time period of the Warranty of the Contractor’s work In lieu of continuing the original performance bond through the warranty period, the Contractor may submit a warranty bond, on a form substantially the same as the Performance Bond, for a minimum of ten percent (10%) of the total project value to be valid for one year from the date of acceptance by the Council, subject to extension in accordance with the Contractor Guarantee Form for corrected defective work .

If required by the Special Provisions, the Contractor shall enter into and sign Warranty statements in the form provided to warranty various segments of the Work for the time specified.

If failure of any portion of the Work can be attributed to faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor’s performance, and this failure occurs prior to the end of the specified warranty period, the Contractor shall promptly make the needed repairs at the Contractor's expense in accordance with Section 7-23, “Warranty Work”, of these General Provisions.

CHAPTER 5 -- CONTROL OF WORK AND MATERIALS

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CHAPTER 5 CONTROL OF WORK AND MATERIALS

5-1 AUTHORITY OF CITY

The City will decide all questions regarding the quality and acceptability of materials furnished, work performed, and rate of progress of the Work. The City will decide all questions regarding the interpretation and fulfillment of the Contract on the part of the Contractor, and all questions as to the rights of different contractors that may be involved with the Work.

The City will determine the amount and quality of the Work performed and materials furnished for which payment is to be made under the Contract.

The City will administer its authority through a duly designated representative identified at the preconstruction meeting. The Contractor and the City representative shall make good faith attempts to resolve disputes that arise during the performance of the Work.

Any order given by the City not otherwise required by the Contract to be in writing will be given or confirmed by the City in writing at the Contractor's request. Such request shall state the specific subject of the decision, directive, instruction, or notice and, if it has been given orally, its date, time, place, author and recipient.

5-2 ATTENTION AND COOPERATION OF CONTRACTOR

The Contractor shall comply with any written instruction delivered to the Contractor or the Contractor's authorized representative by appropriately authorized representatives of the City.

5-3 SUGGESTIONS TO CONTRACTOR

Any plan or method suggested to the Contractor by the City, but not specified or required in writing, if adopted or followed in whole or in part by the Contractor, shall be used at the risk and responsibility of the Contractor. The City assumes no responsibility.

5-4 SEPARATE CONTRACTS

The City reserves the right to award other contracts in connection with the Work. The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work and shall properly connect and coordinate its work with the other contractors.

If any part of the Contractor's work depends upon the work of any other contractor for proper execution or results, the Contractor shall inspect and promptly report to the City any defects in such work that render the other contractor's work unsuitable for proper execution and results. The Contractor's failure to so inspect and promptly report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's work, unless defects develop in the other contractor's work after the execution of the Contractor's work.

5-5 COOPERATION WITH OTHER CONTRACTORS

Other contractors and other forces, including the City and/or adjacent property owners may perform work adjacent to or within the Work area concurrent with the Contractor's operations.

The Contractor shall conduct operations to minimize interference with the work of other forces or contractors. Any disputes or conflicts between the Contractor and other forces or contractors retained by the City which create delays or hindrance to each other shall be referred to the City for resolution. If the Contractor's work is delayed because of the acts or omissions of any other force or contractor, the Contractor shall have no claim against the City other than for an extension of time (see Section 7-18, "Extension of Time", of these General Provisions).

5-6 CONTRACTOR'S DISMISSAL OF UNSATISFACTORY EMPLOYEES

If any person employed by the Contractor or any Subcontractor shall fail or refuse to carry out the directions of the City or the provisions of the Contract, or is, in the opinion of the City, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language or conduct to any person on or associated with the Work or with the public; or is acting or working in a manner that compromises the safety of the public, Work or persons or property involved with the Work, or is otherwise unsatisfactory, the Contractor shall, when requested by the City, remove the worker from the Work site immediately, and shall not again employ the removed worker on the Work except with the written consent of the City.

5-7 CONTRACTOR'S EQUIPMENT

The Contractor shall provide adequate and suitable equipment, labor, and means of construction to meet all the requirements of the Work, including completion within the Contract Time. Only equipment suitable to produce the quality of work required will be permitted to operate on the Project. Specific types of equipment may be requested by the City on component parts of the Work.

The City may, at the City's option, permit the use of new or improved equipment, at the Contractor's cost. If such permission is granted, it is understood that it is granted for the purpose of testing the quality and continuous attainment of work produced by the equipment, and the City shall have the right to withdraw such permission at any time that the City determines that the alternative equipment is not producing work that is equal in all respects to that specified, or will not complete the Work in the time specified in the Contract. The cost for mobilizing and demobilizing new or improved equipment shall be borne by the Contractor.

In any case where the use of a particular type or piece of equipment has been banned, or in cases where the City has condemned for use on the Work any piece or pieces of equipment, the Contractor shall promptly remove such equipment from the site of the Work at its cost. Failure to do so within a reasonable time may be considered a breach of contract. The cost for mobilizing and demobilizing replacement equipment shall be borne by the Contractor.

5-8 CONTRACTOR'S SUBMITTALS

5-8.01 Submittals - General

The Contractor shall furnish all working drawings, plans, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's instructions as required in the Contract, and any other information required to demonstrate that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract. Submittals shall be submitted by the dates specified in the Contract or, in the

City’s sole discretion, a fine of $100 per day will be levied until the appropriate submittals are properly submitted.

Submittals for systems shall be bound together, include all information for the system and, unless otherwise specified, submitted to the City electronically.

A minimum of five (5) copies of all submittals shall be furnished, two (2) of which will be returned after review. Depending on the complexity of the submittal, the number of submittals, and the express needs of the Contractor, the submittal will be returned to the Contractor within thirty (30) Calendar Days, exclusive of any time awaiting clarification or further information. Where any item of the work is required to be installed in accordance with the manufacturer's recommendations, the Contractor shall furnish a complete set of the manufacturer's installation recommendations to the City prior to starting the installation. These submittals will be retained by the City.

If the information furnished in a submittal shows any deviation from the Contract requirements, the Contractor shall, by a statement in writing accompanying the information, advise the City of the deviation and state the reasons. It shall be the Contractor's responsibility to ensure there is no conflict with other submittals and to notify the City in any case where the Contractor's submittal may concern work by another contractor, adjacent property owners, other forces or the City.

The Contractor is solely responsible for coordination of submittals among all related crafts performing the Work. The Contractor shall verify that its Subcontractors’ submittals are complete in every way and meet the requirements of the Contract.

Direction from the City to proceed following return of the Contractor's submittals shall not relieve the Contractor of responsibility for any error or of any obligation for accuracy of dimensions and details, for agreement with and conformity to the Contract, or responsibility to fulfill the Contract as prescribed. Nor shall such direction be considered as approval of any deviation or conflict in the submittal unless the City has been expressly advised in writing of the same as set forth immediately above, and the City has expressly approved such deviation or conflict in writing.

The Contractor shall make no changes to any submittal after it has been returned, and the equipment or materials shall not deviate in any way except with written approval by the City. Fabrication or other work performed in advance of return of the submittal with a direction to proceed shall be done entirely at the Contractor's risk.

Minimum requirements for submittals are contained in these Specifications. Additional and/or project-specific requirements may be contained in the Contract. The Contractor is responsible for identifying and providing all required submittals.

5-8.02 Resubmittals

Resubmittals shall address all comments from the City. Partial resubmittals may be returned ‘REVISE AND RESUBMIT.” The Contractor is responsible for the City's review costs for each resubmittal in excess of the first resubmittal. These costs will be charged to the Contractor and will be deducted from progress payments.

5-8.03 Submittals Containing Proprietary Information

All required information shall be provided even though some or all of such information may be considered proprietary. If any of the information required herein is considered proprietary, a proprietary agreement shall be executed between the City and the Contractor, stipulating that all such information will be supplied by the Contractor and kept confidential by the City. All proprietary data shall be identified as part of the Contractor's Bid and the proprietary agreement shall be executed before award of the Contract. Proprietary information is defined as any information or data describing or defining a product, process or system which 1) was developed at the expense of the Contractor, a Subcontractor or supplier; 2) is not generally available in the industry; and 3) is kept secret by its owner for purposes of preventing its use by others. Application software and all other documentation, or any other product, prepared by the Contractor, Subcontractor, or supplier at the expense of the City for specific use on the facility being constructed under the Contract shall not be considered proprietary.

All submitted proprietary information shall describe the final record Work. No part of the Work covered by the proprietary agreement shall be modified after proprietary submittal acceptance until updated proprietary information has been submitted by the Contractor and accepted by the City. Updated proprietary information shall fully document all modifications to be implemented. All proprietary data shall be marked “PROPRIETARY” by the Contractor.

5-8.04 Electrical, Instrumentation, Control, and Communication Systems

Electrical, instrumentation, control, and communication system drawings shall include elementary and loop diagram drawings, functional single line system layout drawings, connection drawings, interconnection drawings, panel/cabinet fabrication drawings, and detailed circuit board and component drawings. Detailed circuit schematics and circuit board layout drawings shall clearly show, locate, and identify all components and wiring. Each circuit board component shall be identified by the component's original manufacturer name and part number.

Industry standard part numbers shall be used. Component values, voltage/current levels, setpoints, and timing values shall be defined. Drawings shall be in the latest version of AutoCAD or other electronic reproducible medium specified by the City.

Conduit layout diagrams shall be provided for all electrical conduits, and conduits shall be labeled in the field consistent with the layout diagrams.

Complete annotated software/firmware source code listings and program documentation shall be provided for all electronic/electrical systems, subsystems, assemblies, parts, components, and equipment that incorporate programmable devices. All instructions and hardware necessary to load, store, modify, and activate software/firmware source codes and programs shall be provided.

5-8.05 Maintenance and Operations (M&O) Submittals

For use in subsequent maintenance and operations the Contractor shall furnish to the City electronically and bound together and indexed all maintenance and operation information,

including all the highest level of factory maintenance manuals (greatest level of detail) that are available to factory representatives with a three-year subscription to newsletters and updates supplied by the manufacturer covering all equipment and systems included in the Contract. The City may withhold up to thirty percent (30%) of the Total Contract Price until M&O submittals have been submitted and approved. The submittal shall include at a minimum:

- Drawings
- Illustrations
- Parts lists
- Wiring diagrams of systems
- Internal wiring diagrams and circuit board schematics and layout drawings
- Manufacturer's recommended spare parts lists
- Name, address and phone number of nearest parts and service City
- Systems balance data
- Maintenance and service instructions
- Operation instructions
- Software including annotated source lists and programs

The submittal of maintenance and operation information is required for all mechanical, electrical, instrumentation, control, communications, sound, or special equipment and systems.

The Contractor shall obtain approval of the required data at least thirty (30) Calendar Days prior to any required training or the final inspection date.

5-9 DAILY REPORTS

No less than on a weekly basis, the Contractor shall submit, upon request of the City, to the City daily reports, which shall include, without limitation, the identity of Subcontractors on the site, an accurate headcount of workers on the site, materials and equipment delivered to the site, visitors to the site, work performed, and any problems encountered.

5-10 SURVEYS

5-10.01 Surveys

Except as set forth in this Section or in the Special Provisions, the Contractor shall be responsible for performing all necessary surveys to lay out and control the Work to the locations, elevations, lines, and dimensions shown or specified in the Contract. Any deviations

must receive prior written approval of the City. All surveys affecting the line or elevation of underground drainage, sewers, or utilities, and all other work within public rights-of-way or easements, shall be performed by or under the direction and supervision of a California Registered Civil Engineer authorized to practice land surveying or a California Licensed Land Surveyor. The Contractor shall be responsible for protecting and perpetuating survey monuments affected by construction activities in accordance with Business and Professions Code Section 8771(b). The Contractor shall be responsible for the accuracy of the Contractor's own layout work, and shall be liable for the preservation of all established lines and grades.

Stakes damaged or destroyed by the operations of the Contractor shall be replaced at the Contractor's expense.

The Contractor's surveys also shall include, without limitation, the following surveys:

5-10.01.A Streets and Highways

- Slope Stakes -- One line of slope stakes at fifty-foot (50') intervals for the construction of each pavement edge. The Contractor shall set back and reference the stakes.

- Subgrade -- One line of blue tops at centerline or at a location directed by the City for each two (2) lanes of the roadway at fifty-foot (50') intervals, and three (3) lines on super-elevated sections for each two (2) lanes. The Contractor shall reference subgrade stakes for the subbase and base layers.

- Finished Base -- One (1) line of blue tops at centerline or at a location directed by the City for each two (2) lanes of roadway at fifty-foot (50') intervals, and three (3) lines for each (2) lanes on super-elevated and widened sections.

- All necessary line, location, and elevation stakes for curb and gutter, inlets, pipes, drainage structures, signals, box culverts, and other miscellaneous facilities.

5-10.01.B Sewer, Water, and Drainage Facilities

- For all pipelines to be laid on grade: the City will establish an offset line at fifty-foot (50') intervals, furnish cut sheets and necessary land surveys, and establish bench marks, base lines, and reference points for locating principal structures.

- For drainage channels: the City will furnish slope stakes at fifty-foot (50') intervals.

From this information, the Contractor shall develop and make all additional detail surveys and measurements necessary for the construction of the Work.

5-10.02 Survey Monuments

The City shall show on the construction Plans, to the best of its knowledge, the location and character of survey monuments located within the construction area. It is the Contractor's responsibility to arrange and pay for a diligent and thorough search for survey monuments. This shall be performed by or under the direction of a California Licensed Land Surveyor or a

California Registered Civil Engineer authorized to practice Land Surveying, prior to the beginning of construction or maintenance work that could disturb or destroy a survey monument. Any monuments found shall be referenced and reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying in accordance with Business and Professions Code Section 8771. On thin surface treatments, such as chip seals, the monuments can be covered in advance of the maintenance treatment with a suitable material and then removed to expose the monument.

When survey monuments not shown on the Plans are discovered, the Contractor shall bring them to the attention of the City prior to damaging them. Any City survey monuments damaged or destroyed by the Contractor shall by reset by the City or Contractor at the Contractor's expense. Any other damaged or destroyed survey monuments shall by reset by the Contractor at its sole expense in accordance with the Land Surveyors Act (Business & Professions Code 8700 et seq.).

When the Special Provisions require that the Contractor provide all surveys, the Contractor shall be responsible for referencing, resetting, and filing of corner records for all survey monuments disturbed or destroyed by construction activities in accordance with Business and Professions Code Section 8771.

All survey monuments and references shall be set or reset by or under the direction of a California Licensed Land Surveyor or a California Registered Civil Engineer authorized to practice Land Surveying.

5-11 RESPONSIBILITY FOR ACCURACY

The Contractor shall obtain all necessary measurements for and from the Work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work; the accuracy for all of which the Contractor shall be responsible. The Contractor is responsible for adjusting, correcting, and coordinating the work of all Subcontractors so that no discrepancies result.

5-12 DUTIES AND POWERS OF INSPECTORS

Inspectors are the authorized representatives of the City. Their duty is to inspect materials and workmanship of those portions of the Work to which they are assigned, either individually or collectively, under instructions of the City, and to report all deviations from the Contract.

City work site inspections will only be conducted Monday through Thursday from 7AM to 3:30PM, excluding City Holidays. Any inspections outside of these hours shall be requested at least three (3) days prior, must be approved by the Project Manager, and all costs associated with the inspections shall be paid by the Contractor.

5-13 INSPECTION

The inspection of the Work does not relieve the Contractor of the obligation to fulfill all Contract requirements. The purpose of inspection is not to assure Contractor that all of the Work is meeting all of the Contract requirements.

All work and materials furnished pursuant to the Contract shall be subject to inspection and

approval by the City. The Contractor shall provide the City and Inspectors with access to the Work during construction and shall furnish every reasonable facility and assistance for ascertaining that the materials, equipment and the workmanship are in accordance with the requirements and intent of the Contract. Any work, materials, or equipment not meeting the requirements and intent of the Contract will be rejected, and unsuitable work, equipment or materials shall be made good, notwithstanding the fact that such work, materials or equipment may have been previously inspected or approved and /or payment may have been made. The Contractor shall be solely responsible for any costs associated with the removal of any defective work, equipment or materials discovered during the inspection and the complete cost of reconstruction.

Unless authorized in writing by the City, any work done in the absence of an Inspector, whether completed or in progress, shall be subject to inspection. The Contractor shall furnish all tools, labor, materials, access facilities, and other facilities necessary to allow such inspection, even to the extent of uncovering or taking down completed portions of the Work. The Contractor shall pay all costs incurred, whether or not any defective work is discovered. The Contractor shall also be solely responsible for any costs associated with the removal of any defective work discovered during the inspection and the complete cost of reconstruction.

Reexamination of any part of the Work may be ordered by the City, and such part of the Work shall be uncovered by the Contractor. The Contractor shall pay the entire cost of such uncovering, reexamination, and replacement if the reexamined work does not conform to the Contract.

The Contractor shall notify the City of the time and place of any factory tests and submit test procedures for approval thirty (30) Calendar Days in advance for any tests that are required by the Contract. The Contractor shall report the time and place of preparation, manufacture or construction of any material for the Work, or any part of the Work, that the City wishes to inspect. The Contractor shall give five (5) Working Days' notice in advance of the beginning of work on any such material or of the beginning of any such test to allow the City to make arrangements for inspecting and testing or witnessing.

5-14 QUALITY OF MATERIALS AND WORKMANSHIP

Unless otherwise allowed or required by the Special Provisions, all equipment and materials shall be new and of a quality at least equal to that specified. All workmanship shall also be of the highest qualify. When the Contractor is required to furnish equipment, materials or manufactured articles or shall do work for which no detailed specifications are set forth, the equipment, materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market. If not ordinarily carried in stock, the articles shall conform to the usual standards for first-class materials or articles of the kind required. The work performed shall secure the best standard of construction and equipment of the Work as a whole or in part.

Materials shall be furnished in sufficient quantities and at such times to ensure uninterrupted progress of the Work. All required spare parts shall be delivered in new condition, not in a used or unknown condition, and with any certificates required. Materials, supplies, and equipment shall be stored properly and protected as required. The Contractor shall be entirely responsible for damage or loss by weather or other causes.

5-15 SUBSTITUTIONS

Certain materials, articles, or equipment may be designated in the Contract by brand or trade name or manufacturer together with catalog designation or other identifying information. Substitute material, article, or equipment which is of equal quality and of required characteristics for the intended purpose may be proposed for use, provided the Contractor complies with the requirements of the following paragraphs.

5-15.01 Written Request

The Contractor shall submit any request for substitution in writing no later than thirty (30) Calendar Days after the award of the Contract.

5-15.02 Documentation

If requested by the City, a proposal for substitution must be accompanied by complete information and descriptive data, including cost of operation, cost of maintenance, and physical requirements necessary to determine the equality of offered materials, articles, or equipment.

The Contractor shall also submit such shop drawings, descriptive data, and samples as requested. The burden of proof of comparative quality, suitability, and performance of the offered proposal shall be upon the Contractor. The determination of equal quality, suitability, and performance shall be at the sole discretion of the City. The City will examine such submittals with reasonable promptness. If the City rejects the request for such substitution, then one of the particular products designated by brand name in the Contract shall be furnished. Acceptance of substitution by the City shall not relieve the Contractor from responsibility for deviations from the Plans and Specifications or from responsibility for errors in submittals. Failure by the Contractor to identify deviations in the request material from the Plans and Specifications shall void the submittal and any action taken thereon by the City.

Changes required for proper installation and fit of substitute materials, articles or equipment, or because of deviations from the Contract shall not be made without the written consent of the City and shall be made by the Contractor without additional cost to the City. The Contractor shall pay the costs of design, drafting, architectural or engineering services and alterations of the construction required to accommodate any Contractor substitution or construction error to maintain the original function and design.

5-16 PREPARATION FOR TESTING

The Contractor shall maintain proper facilities and provide safe access for inspection by the City to all parts of the Work and to the shops wherein parts of the Work are in preparation. Where the Contract requires work to be tested or approved, such work shall not be tested or covered up without at least a five (5) Working Day notice to the City of its readiness for inspection, unless the written approval of the City for such testing or covering is first obtained.

5-17 MATERIALS SAMPLING AND TESTING

Materials to be used in the Work will be subject to sampling and tests by the City. The

Contractor shall furnish the City with a list of the Contractor's sources of materials and the locations at which such materials will be available for inspection. The list shall be furnished to the City in time to permit the inspection and testing of materials in advance of their use.

Testing shall be done to such standards as set forth in the Plans, Specifications, or Special Provisions. References made in these documents to standard methods of testing materials shall make such standards a part of the Specifications.

Whenever a reference is made in the Specifications to a specification or test designation of any recognized State or national organization or State of California City, and the number or other identification representing the year of adoption or the latest revision is omitted, it shall mean the specification or test designation in effect on the date of the original Notice to Contractors for the Work.

When requested by the City, samples or test specimens of the proposed materials shall be prepared at the expense of the Contractor and furnished by the Contractor in such quantities and sizes required for proper examination and tests, and with complete information describing type, kind, or size of material, and its source. All samples shall be submitted in time to permit the making of proper tests, analyses, or examinations before incorporating the materials into the Work. No material shall be used in the Work unless or until it has been approved by the City. All material tests shall be made by the City in accordance with recognized standard practice. The Contractor shall pay the cost of the first retest and any subsequent retest of any area or material. The City will secure and test samples whenever necessary.

5-18 APPROVAL OF MATERIALS OR EQUIPMENT

5-18.01 Sources Of Supply

The City's approval at the source of supply may be required prior to procurement. Such approval shall not prevent subsequent disapproval or rejection of materials or equipment by the City if the quality is less than required by the Contract.

5-18.02 Plant Inspection

The City assumes no obligation to inspect materials or equipment at the source of supply. The Contractor is responsible for incorporating satisfactory materials and equipment into the Work, notwithstanding any prior inspections or tests.

The City will inspect materials or equipment at the source if the Contractor submits a written request and if the City deems the inspection necessary. The Contractor and the supplier will cooperate with and assist the City while performing the inspection. The City shall have access to all production areas of the material or equipment source or place of manufacturing.

5-19 PROVISIONS FOR EMERGENCIES

The City may provide necessary labor, material and equipment to correct any emergency resulting from the Contractor's operation including noncompliance with the Contract, public convenience, safety, traffic control, and protection of Work, persons, environment, and property. The nature of the emergency may prevent the City from notifying the Contractor prior to taking action. The costs of such labor, material, and equipment shall be borne by the

Contractor and will be deducted from progress payments.

The performance of such emergency work under the direction of the City shall not relieve the Contractor from any damages resulting from the emergency.

5-20 RIGHT TO RETAIN IMPERFECT WORK

If any portion of the work done or materials or equipment furnished under the Contract shall prove defective or not in accordance with the Contract, and if the defect in the work, materials or equipment is not of sufficient magnitude or importance to make the work, materials or equipment dangerous or undesirable, or if the removal of such work, materials or equipment is impracticable or will create conditions which are dangerous or undesirable, the City shall have the right and authority to retain the work, materials or equipment instead of requiring it to be removed and reconstructed or replaced. Progress payment deductions will be made as described in Section 8-9, “Deductions for Imperfect Work”, of these General Provisions.

5-21 REMOVAL OF REJECTED MATERIALS OR WORK

The Contractor shall remove all rejected or condemned materials, equipment or structures brought to or incorporated in the Work within two (2) Working Days of the City’s written directive. No such rejected or condemned materials or equipment shall again be offered for use in the Work. The Contractor shall, at the Contractor’s expense, bring into Contract compliance all rejected material, equipment or work in a manner acceptable to the City.

The City may bring into Contract compliance the rejected material or equipment if the Contractor fails to comply with this Section. All costs shall be borne by the Contractor and will be deducted from the Progress Payment.

5-22 TEMPORARY SUSPENSION OR DELAY OF WORK

The City has the authority to suspend or delay the Work, wholly or in part, for any period the City deems necessary. The Contractor shall immediately comply with the City’s written directive to suspend or delay the Work. The suspended or delayed work shall be resumed only when conditions are favorable or methods are corrected, as ordered or approved in writing by the City. Public safety and convenience must be maintained throughout the suspension or delay in accordance with Sections 6-12, “Public Convenience and Safety”, and 6-13, “Public Safety and Traffic Control”, of these General Provisions.

Delays due to suspension of work shall be classified as Inexcusable or Excusable Delays in accordance with Section 7-12, “Delays”, of these Specifications. Such suspension shall not relieve the Contractor of the Contractor’s responsibilities as described in the Contract.

5-23 TERMINATION OF CONTRACT

5-23.01 Reasons for Termination

The City reserves the right to terminate the Contract or the Contractor’s control over the Work for any of the reasons listed below.

5-23.01.A Termination for Convenience

The City may at any time and for any reason terminate the Contract or the Contractor's performance of the Work, in whole or in part.

If the Contract or the Contractor's control over the Work is terminated for cause and if it is later determined that the termination for cause was wrongful, such termination for cause automatically shall be converted to and treated as a termination for convenience. In such event, the Contractor shall be entitled to receive only the amount payable under Section 5-23.04 of these General Provisions, and the Contractor specifically waives any claim for any other amounts or damages, including any claim for consequential damages or lost profits.

5-23.01.B Termination for Cause

The City may terminate the Contract or the Contractor's control over the Work and so notify the Contract and the Contractor's sureties for the following causes:

- The Contractor is adjudged bankrupt or makes an assignment for the benefit of the Contractor's creditors, or if a receiver is appointed because of the Contractor's insolvency.
- The City has made a determination that the Contractor will be unable to complete the Work on or before the completion date as adjusted by Change Order, or the Contractor has not completed the Work on or before the completion date as adjusted by Change Order.
- The Contractor abandons the Work.
- The Work or any portion is sublet or assigned without the City's consent.
- The rate of progress is not in accordance with the Contract.
- Any portion of the Work is unnecessarily delayed.
- The Contractor willingly violates any terms or conditions of the Contract.
- The Contractor does not supply sufficient materials or properly skilled and staffed labor.
- The Contractor fails to promptly pay its Subcontractors.
- The Contractor disregards laws, ordinances, or City orders.
- The Contractor fails to correct defective work in response to defective work notices.
- The Contractor fails to comply with written directives.

5-23.02 Termination After Contract Time

In addition to any other rights it may have, the City may terminate the Contract or the Contractor's right to proceed at any time after the Contract Completion Date, as adjusted by Change Order. Upon such termination, in addition to the Contractor's other obligations under the Contract, the Contractor shall not be entitled to receive any compensation after such termination until the Work is completed, and the Contractor shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order, until the date of completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5-23.04 of these General Provisions.

5-23.03 Notice of Termination; City Completion

If grounds exist under Sections 5-23.01B or 5-23.02 above, then the City may issue to the Contractor and its sureties a Notice of Intent to Terminate the Contract or the Contractor's Control Over the Work for Cause. The Notice shall state the grounds for termination for cause that exist and demand that Contractor cure the grounds, or make satisfactory arrangement for cure of the grounds, within ten (10) days of the date of the Notice, or else the City will terminate the Contract or the Contractor's control over the Work.

If the Contractor fails to cure the grounds, or make satisfactory arrangement for cure of the grounds, stated in the Notice of Intent to Terminate within ten (10) days of the date of the Notice of Intent to Terminate, the City may give written Notice of Termination for Cause to the Contractor and the Contractor's sureties that the Contract, or a portion of the Contract, has been terminated and/or that the Contractor's control over the Work, or a portion of the Work, has been terminated for the reasons stated in the Notice of Termination. The Notice shall also demand that Contractor's surety take over and perform the Work through Completion. The Contractor's surety shall then have the right to take over and perform the Work through Completion. The City may take over the Work through Completion at the Contractor's and surety's expense if the surety does not commence performance within thirty (30) Calendar Days from the date of mailing the Notice of Termination or if immediate resumption of the Work is necessary to avoid significant additional cost.

If the City is forced to take over the Work, it may prosecute the same to completion by day labor, by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties shall be liable to the City for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, the City may, without liability, take possession of and utilize in completing the Work, the Contractor's materials whether stored at the Site or elsewhere, that are necessary for completion. The City may also take possession of and use all or any part of the Contractor's tools, equipment and appliances on the premises to complete the Work. The City assumes the responsibility for returning such equipment in as good condition as when it was taken over, reasonable wear and tear excepted. The items shall be returned to the Contractor when the Work is complete or sooner, at the City's discretion. The City agrees to pay a reasonable amount for the use of such tools and equipment.

The Contractor hereby assigns to the City all of its interest in orders and/or contracts existing at the time of termination. The assignment of said orders and/or contracts shall be effective upon notice of acceptance by the City in writing, and only as to those orders and/or contracts

which the City designates in writing.

Whenever the Contract or the Contractor's control over the Work is terminated for cause, the Contractor and its sureties and shall be liable to the City for liquidated damages for all periods of time from the Contract Completion Date, as adjusted by Change Order and whether or not the termination date precedes or post-dates the adjusted Contract Completion Date, until the date of completion, as well as for all losses incurred by the City in completing the Work, as set forth in Section 5-23.04 of these General Provisions.

Immediately upon receipt of a Notice of Termination for Cause or for Convenience, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work that is not terminated.

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

4. Assign to the City, in the manner, at the times, and to the extent directed by the City, all of the rights, titles, and interests of the Contractor under the orders and subcontracts so terminated. The City shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the City. The City's approval or ratification shall be final.

6. Transfer title to the City, and deliver in the manner, at the times, and to the extent directed by the City, fabricated or unfabricated parts, work in process, completed work, supplies, other material produced as a part of, or acquired in connection with, the terminated work, and the completed or partially completed drawings, information, and other property that, if the Contract had been completed, would have been submitted to the City.

7. Sell, in the manner, at the times, to the extent, and at the price that the City directs or authorizes, any property of the types referred to in Item 6 of this Section (Section 5-23.03). The Contractor is not required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed and at a price approved by the City. The proceeds of any such transfer or disposition shall be used to reduce any payments made to the Contractor under the Contract or be credited to the cost of the work covered by the Contract or paid as the City directs.

8. Complete performance of the Work not terminated by the Notice of Termination.

9. Take necessary action, or as the City directs, to protect and preserve the

property related to the Contract in which the City has an interest.

5-23.04 Payments to Contractor Upon Termination of Contract

In the event of a termination for convenience, the Contractor and the City may agree upon an amount paid to the Contractor for the total or partial termination of the Contract or of the Contractor's control over the Work. The amount may include those items specified in Chapter 9, "Changes and Claims", of these General Provisions. However, such agreed amount shall not exceed the Total Contract Price, reduced by the amount of payments already made and the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

If the Contractor and the City fail to agree on the amount to pay the Contractor because of the termination for convenience under this Section, the City shall determine the amount due the Contractor.

In the event of a termination for cause, the Contractor is not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the City in finishing the work, plus all damages sustained or to be sustained by the City, including, without limitation, legal expenses, City forces, administration and management, direct and indirect, plus liquidated damages, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the Work, provided that sworn statements of said claims shall have been filed as required by Chapter 9, "Changes and Claims", of these General Provisions, the excess not otherwise required by the Contract Documents to be retained shall be paid to the Contractor. If the sum so expended to complete, plus the City's damages as described herein, plus liquidated damages, plus unpaid claims as described herein exceeds the unpaid balance of the Total Contract Price, the Contractor and the Contractor's surety are liable to the City for the amount of such excess.

5-23.05 Completion Not a Waiver of City Rights

No act by the City before the Work is finally accepted shall operate as a waiver or stop the City from acting upon any subsequent event, occurrence or failure by the Contractor to fulfill the terms and conditions of the Contract. The rights of the City pursuant to this Section 5-23 and all of its subsections are in addition to all other rights of the City pursuant to the Contract, and at law or in equity.

5-23.06 Survival of Obligations

No termination of this Contract or of the Contractor's control over the Work shall excuse or otherwise relieve the Contractor of its responsibilities under the Contract with respect to any Work performed prior to the date of termination, including, without limitation, its obligation to perform the Work in a good and workmanlike manner, free of defects, and in accordance with the Contract, its warranty obligations with respect to the Work, and its obligation to make all payments due. All of the Contractor's responsibilities under the Contract with respect to the Work performed prior to the date of termination shall survive any termination.

5-24 TERMINATION OF UNSATISFACTORY SUBCONTRACTS

When any portion of the Work subcontracted by the Contractor is not prosecuted in a satisfactory manner, the Contractor shall immediately terminate the subcontract upon written notice from the City. The Subcontractor shall not again be employed for any portion of the work on which the Subcontractor's performance was unsatisfactory. Substitution of a new subcontractor shall be accomplished in accordance with California Code.

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CHAPTER 6 LEGAL RELATIONS AND RESPONSIBILITIES

6-1 COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall be familiar and comply with all Federal, State, and local laws, ordinances, codes and regulations which in any manner affect the Work, those engaged or employed in the Work or the material or equipment used in or upon the Work, or in any way affect the conduct of the Work. No pleas of misunderstanding of such laws, ordinances, codes, or regulations or of ignorance of the same on the part of the Contractor shall modify the provisions of the Contract. The Contractor and the Contractor's surety shall indemnify, defend and save harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duty authorized representatives against any claim for liability arising from, or based upon, the violation of any such law, ordinance, regulation, decree, or order, whether by the Contractor or by the Contractor's employees.

The attention of the Contractor is directed to certain laws that affect the Contract. The listing of these laws in this Chapter is not to be construed as a listing of all applicable laws. The Contractor is solely responsible for familiarity and compliance with all applicable laws.

Particular attention is called to the following:

6-1.01 Hours of Labor

Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any Subcontractor under the Contractor, in the execution of the Contract, shall not require more than eight (8) hours of labor in any Calendar Day, and forty (40) hours of labor in any calendar week, from any person employed by the Contractor in the performance of the Work under the Contract, except as permitted under the provisions of Labor Code Sections 1810 to 1815 of the Labor Code of the State of California. The Contractor shall forfeit, as penalty to the City, the amount specified in Labor Code section 1813 for each worker employed by the Contractor or any Subcontractor under the Contractor in the execution of the Contract for each Calendar Day during which any worker is required or permitted to labor more than eight (8) hours and for each calendar week during which any worker is required or permitted to labor more than forty (40) hours, in violation of the provisions of Labor Code Sections 1810 to 1815.

Overtime shall be paid at the rate of not less than one and one half (1 1/2) times the basic rate of pay, or at such higher rate as may be required by the DIR, applicable statutes or collective bargaining agreements.

The City reserves the right to approve or disapprove the days scheduled for work, and the hours during which work is in progress. Overtime and shift work may be established by the Contractor with reasonable notice and the written permission of the City. Unless a different schedule for work is specified or approved by the Project Manager, no work other than overtime and shift work shall be done between the hours of 7:00 p.m. and 7:00 a.m., except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency. Failure of the Contractor to perform the work in accordance with this policy shall be deemed to be a failure on the Contractor's part to comply with the Contract and is cause for termination.

6-1.02 Prevailing Wage

Pursuant to Labor Code Section 1772, workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work as defined in Labor Code Sections 1720-1725. Therefore, the Contractor and all Subcontractors on the Project shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel and subsistence, as determined by the Director of the DIR pursuant to Labor Code Section 1773. Copies of such prevailing rate of per diem wages are available upon request at the office of the City Clerk at Rocklin3970 Rocklin Road, Rocklin, CA 95677 or on the internet at http://www/dir/ca/gov/OPRL/PWD.

The Contractor shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the DIR.

The responsibility to check prevailing wage rates is the Contractor's. Pursuant to Labor Code Section 1773.4 the Contractor may file with the Director of DIR or the Chief of the Division of Labor Standards Enforcement ("DLSE") a petition to review a determination of any rate or rates made by the Director of DIR. The Contractor may also petition the Director of DIR to make a determination for a particular craft, classification or type of work not covered by a general determination. Pending the review or determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the Bid or Total Contract Price shall be made if such assumption is incorrect.

The wage rates determined by the Director of the California DIR refer to expiration dates. Prevailing wage determinations with a single asterisk (*) after the expiration date that are in effect on the date of Notice to Contractors remain in effect for the duration of the Project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday wage rates, and employer payments to be paid for work performed after this date have been determined. If work extends past this date, the new rate shall be paid and should be incorporated in contracts entered into for the Project. The Contractor should contact the DIR as indicated in the prevailing wage determinations to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the duration of the Project.

The Contractor agrees that in the event of underpayment of wages to any employee on the Project, whether by the Contractor or any Subcontractor, the City may retain from payments due to the Contractor, an amount sufficient to pay such worker the difference between the wages required to be paid by the DIR and the wages actually paid such worker for the total number of hours worked. The City may disburse such retention to such employees.

For each worker paid less than the applicable prevailing wages for any work done under this Contract by the Contractor or any Subcontractor, the Contractor shall forfeit to City as a penalty the sum determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code Section 1775, over and above any retention or withholds otherwise authorized by the Contract. If a worker employed by a Subcontractor is paid less than the prevailing wages by the Subcontractor, the Contractor is not subject to this penalty assessment if the Contractor can demonstrate that it did not have knowledge of that failure of the Subcontractor to pay the prevailing wages and that it strictly complied with the

requirements of Labor Code Section 1775(b). In addition to applicable penalties, the Contractor or Subcontractor shall pay each worker the difference between the prevailing wage and the amount paid for every hour the worker was paid less than the prevailing wage.

6-1.03 Payroll Records

Contractor shall comply with Labor Code Section 1776. Regulations implementing Section 1776 are located in Section 16000 and Sections 16401 through 16403 of Title 8, California Code of Regulations. The Contractor shall be responsible for compliance by all Subcontractors on the Project.

The Contractor and Subcontractors shall keep accurate payroll records, showing the name, address, Social Security number, work classification, dates of payroll period, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and by each Subcontractor in connection with the Work. Such records shall be certified under penalty of perjury that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any work performed by its employees, and shall be available for inspection at all reasonable hours at the principal offices of the Contractor and Subcontractors in a manner set forth in Labor Code Sections 1776 and 1812. The Contractor shall be held responsible for all Subcontractors' compliance with this requirement.

Failure to submit timely, complete certified payrolls when requested shall entitle the City to withhold payment from the Contractor. Additionally, in the event of noncompliance with this section, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply. In the event of continued noncompliance, the penalties specified in subdivision (h) of the Labor Code section 1776 may be deducted from progress payments to the Contractor.

The Contractor shall not carry on its payrolls any person not actually employed by the Contractor, nor shall it carry on its payrolls employees of a Subcontractor. The Contractor shall show on its payrolls all persons actually employed by the Contractor on the Project, in any capacity. The Contractor shall supervise all Subcontractors to ensure that all Subcontractors comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of the Contractor, or any Subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the California State Auditor for a period of three (3) years after final payment. Contractor shall preserve and cause to be preserved such books, records and files for the audit period.

6-1.03A Additional Requirements for Labor Compliance

The Contractor shall comply with the following additional requirements and shall cause all Subcontractors on the Project, whether under contract with the Contractor or under contract with any Subcontractor, to comply.

The records kept by the Contactor and all subcontractors of the hours and wages of all employees employed on Project also shall be open at all times for inspection by the DIR and

DLSE, in accordance with Sections 1776 and 1812 of the Labor Code. Such records shall be furnished electronically to the Labor Commissioner of the DIR monthly, unless more frequent submission is required herein, and shall be furnished within 10 days of any separate request by the DIR or DLSE. Payroll records shall be furnished in a format prescribed by section 16401 of Title 8 of the California Code of Regulations, with use of the current version of DIR's "Public Works Payroll Reporting Form" (A-1-131) and "Statement of Employer Payments" (DLSE Form PW26) constituting presumptive compliance with this requirement, provided the forms are filled out accurately and completely. Payroll data can be entered manually or uploaded into the electronic certified payroll reporting (eCPR) system once it is available.

On a random basis and at such other times as it deems appropriate, the DIR also may confirm the accuracy of payroll reports, including by corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" (as defined at section 16000 of Title 8 of the California Code of Regulations) through third-party recipients of those payments, or any other legal and reasonable method of corroboration. As part of its confirmation process, the DIR may require the Contractor and any of its subcontractors to furnish for inspection itemized statements prepared in accordance with Labor Code Section 226. The DIR may conduct random confirmation based on a recognized statistical sampling of the records submitted.

The DIR may conduct in-person inspection(s) at the site or sites at which the Work of the Project is being performed ("On-Site Visits"). On-Site Visits may include visual inspection of required job site notices, including but not limited to (1) the determination(s) of the Director of DIR of the prevailing wage rate of per diem wages required to be posted at each job site in compliance with Labor Code Section 1773.2; (2) the Notice of pay days and time and place of payment required by Labor Code Section 207; and (3) any other notices prescribed by law. On-Site Visits may also include inspections of records, inspections of the work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the DIR to ensure compliance with prevailing wage requirements. In accordance with Labor Code Section 90, the Labor Commissioner and his deputies and agents shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner, including but not limited to evidence of compliance with Labor Code Section 226 (itemized wage statements for employees) and any other laws enforced by the Labor Commissioner.

In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the City may, on its own or if required by the Labor Commissioner, withhold funds due to the Contractor when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to the Contractor or Subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the Contractor or Subcontractor whose payroll records are delinquent or inadequate. The Contractor shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide the Contractor and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1)

a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the City has been directed to withhold; and (3) informs the Contractor or Subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. Where the violation is by a Subcontractor, the Contractor shall be notified of the nature of the violation and reference shall be made to Contractor's rights to withhold or recover payments from the Subcontractor under Labor Code Section 1729. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth above.

6-1.04 Nondiscrimination

The Contractor shall comply with Section 1735 of the Labor Code, which provides as follows:

> "A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

6-1.05 Apprentices

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor.

The Contractor and all Subcontractors shall comply with the requirements of Section 1777.5 and Section 1777.6 in the employment of apprentices. Violation of these requirements shall subject the Contractor and/or Subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of DIR, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices and/or on the OPRL website at www.dir.ca.gov/OPRL/PWD. Apprentices employed on the Project must at all times work with or be under the direct supervision of a journeyman or journeymen.

6-1.06 Workers' Compensation

Pursuant to Labor Code Section 1860, in accordance with the provisions of Section 3700 of the Labor Code, the Contractor is required to secure the payment of compensation to its employees.

6-1.07 Fair Labor Standards

The Contractor shall comply with the Fair Labor Standards Act of 1938 as amended (29 U.S.C. 3201 et seq.) as applicable.

6-1.08 Contractors License

The Contractor shall comply with Chapter 9 of Division 3 of the Business & Professions Code.

6-1.09 Use of Pesticides

The Contractor shall comply with all rules and regulations that govern the use of pesticides required in the performance of the Work, including any certifications that may be required for purchase, use, storage or application.

Pesticides include, but are not limited to, herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellants.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weeds, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered a pesticide.

6-1.10 Reporting Requirements and Sanctions

Failure to provide specific information, records, reports, certifications, or any other documents required for compliance with the Contract will be considered noncompliance. At a minimum, documents required include:

1. List Of Subcontractors

   A list is required from the Contractor of all Subcontractors, including all lower tier Subcontractors, who are or will be performing work on the Project, using the format of Attachment B to the Bid Documents. This list is due within ten (10) Calendar Days after the date of the preconstruction conference or within ten (10) Calendar Days after the date of award of the subcontract. The later of the two dates will apply.

2. Certified Payroll Reports

   Certified Payroll Reports are required from the Contractor and each Subcontractor, regardless of the subcontract amount or the type of procurement, for every payroll period in which work is performed. These reports are due with progress payment requests and no later than ten (10) Working Days of the ending date of the payroll period.

3. Fringe Benefit Statement

   A Fringe Benefit Statement is required from the Contractor and each Subcontractor if fringe benefits are paid to an approved plan, fund, or program. The statement is due with the first certified payroll report and any time the fringe benefit amounts change. The statement is not required if the fringe benefits are paid in cash to the employees.

4. Other Documentation

   When required by the Special Provisions, other reporting documentation may be required depending on the source of funding for the project.

If the Contractor fails to comply with the provisions of this Section, the Contractor will be advised of the specific deficiencies and requested to make immediate corrections. The Contractor will also be advised that monetary deductions will be made for failure to effect corrections or delinquencies.

If the Contractor fails to correct a deficiency in the reporting requirements within fifteen (15) Calendar Days after notification, a deduction may be made. In such cases, the deduction will be ten percent (10%) of the estimated value of the work done during the month, except that the deduction will not exceed ten thousand dollars ($10,000), nor be less than one thousand dollars ($1,000), and will be deducted from the next progress payment.

Deductions for non-compliance will be in addition to all other deductions provided for in the Contract and will apply irrespective of the number of instances of noncompliance. Deductions will be made separately and cumulatively for each estimate period in which a new deficiency appears. When all deficiencies for a period have been corrected, the deduction covering that period will be released on the next progress payment. Otherwise, the deduction will be retained.

6-1.11 Subcontracting

The Contractor must comply with Section 4101 to Section 4113, inclusive, of the Public Contract Code.

6-1.12 Occupational Safety and Health

The Contractor must comply with all applicable provisions of the California Occupational Safety and Health Act (Labor Code Sections 6300 et seq.). The foregoing includes, but is not limited to, all applicable Title 8 Safety Orders issued by the State of California Occupational Safety and Health Administration (Cal/OSHA). Failure of the City to suspend the work or notify the Contractor of the inadequacy of the safety precautions or non-compliance with existing laws and regulations shall not relieve the Contractor of this responsibility.

6-2 INDEMNIFICATION

6-2.01 Contractor's Performance

To the fullest extent permitted by law, the Contractor shall indemnify, defend with counsel acceptable to the City, and hold harmless the City, its officers, officials, employees, agents, and volunteers from and against any and all losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions of this Contract, caused in whole or in part by any negligent or willful act or omission of the Contractor, its officers, employees, or agents, or anyone directly or indirectly acting on behalf of the Contractor, regardless of whether caused in part by a party indemnified hereunder. Nothing contained in the foregoing indemnity provisions shall be construed to require the Contractor to indemnify the indemnified party in contravention of Section 2782 of the Civil Code for the active or sole negligence or willful misconduct of that indemnified party.

To the fullest extent permitted by law, the Contractor's duty to defend shall extend, without limitation, to any suit or action founded upon any losses, claims, demands, damages, costs, expenses, attorney's fees, or liability of every nature arising out of or in any way connected with the performance or attempted performance of the provisions hereof, or in any way arising out of or connected with this Contract.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to adjacent property caused by the conduct of the Work.

The defense and indemnity obligations expressly extend to and include any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of the violation by the Contractor, the Contractor's agents, employees, or independent contractors, Subcontractors or suppliers of any provisions of federal, State or local law, including applicable administrative regulations.

The defense and indemnity obligations also expressly extend to and include any claims, demands, damages, costs, expenses, or liability occasioned by injury to or death of any person, or any property damage to property owned by any person while on or about the site or as a result of the Work, whether such persons are on or about the site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

In claims against any person or entity herein indemnified that are made by an employee of the Contractor or an employee of any of the Contractor's agents, independent contractors, Subcontractors or suppliers, a person indirectly employed by the Contractor or by any of the Contractor's agents, independent contractors, Subcontractors or suppliers, or anyone for whose acts the Contractor or any of the Contractor's agents, independent contractors, Subcontractors or suppliers may be liable, the defense and/or indemnification obligation herein shall not be limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor's agents, independent contractors, Subcontractors or suppliers under workers' compensation acts, disability acts, or other employee benefit acts.

The defense and indemnification obligations herein shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.

The defense and indemnities set forth herein shall not be limited by the insurance requirements set forth in the Contract.

The defense and indemnification requirements herein set forth shall extend to claims occurring after this Contract is terminated as well as while it is in force.

6-2.02 Indemnification of Adjacent Property Owners

In the event the Contractor enters into any agreement with the owners of any adjacent property to enter upon or adjacent to such property for the purpose of performing this Contract, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, State or other governmental agency which owns or has any interest in the adjacent property. The form and content of the indemnification agreement shall be approved by the City prior to commencement of any work on or about such property. The Contractor also shall indemnify the City and other indemnities identified in Section 6-2.01 as provided in the Contract. These provisions shall be in addition to any other requirements of the owners of adjacent property.

6-3 CONTRACTOR'S LEGAL ADDRESS

Both the address given in the Bid and the Contractor's office in the vicinity of the Work are designated as places that samples, notices, letters, or other articles or communications to the Contractor may be mailed or delivered. The delivery to either of these places shall be deemed sufficient service to the Contractor and the date of such service shall be the date of delivery.

The address named in the Bid may be changed at any time by written notice from the Contractor to the City. Nothing herein shall be deemed to preclude or render inoperative the service of any drawing, sample, notice, letter or other article or communication to the Contractor.

6-4 CONTRACTOR NOT AN AGENT OF CITY

The Contractor shall be an independent contractor and not an employee, agent, or other representative of the City. Nothing in the Contract shall be construed to create any relationship of joint venture, partnership or any other association of any nature whatsoever between the City and the Contractor other than that of owner and independent contractor.

The City shall have the right to direct the Contractor as provided in the Contract. The aforementioned right of supervision shall not reduce or abrogate the Contractor's liability of all damage or injury to persons, public property, or private property that may arise directly or indirectly from the Contractor's execution of the Work.

6-5 SUBSTITUTION OF SUBCONTRACTORS

The Contractor shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Chapter 4 of Part 1 of Division 2 of the Public Contract Code, commencing with Section 4100, forbidding bid shopping and bid peddling, requiring accurate listing of all

Subcontractors, and requiring Subcontractors to be licensed. The Contractor shall not, without the written consent of the City: (a) substitute any party as Subcontractor in place of the Subcontractor designated in the original bid; (b) permit any such subcontract to be assigned or transferred; or (c) allow the subcontracted work to be performed by anyone other than the original Subcontractor listed on the bid. Consent for substitution or subletting shall only be given pursuant to Section 4107 of the Public Contract Code. Should the Contractor violate any of the provisions of this Section, the violation shall be deemed a breach of this Contract and the City shall have all remedies provided by California law, including but not limited to those provided in Public Contract Code Section 4110, allowing termination of the Contract or a penalty assessment of ten percent (10%) of the subcontract amount.

6-6 ASSIGNMENT OF CONTRACT

The Contract or the performance of the Contract may be assigned by the Contractor, but only upon written consent of the City and the Contractor's surety, unless the surety has waived its right of notice of assignment. No such assignment or subcontracting shall be permitted that would relieve the Contractor or the Contractor's surety of their responsibilities under the Contract.

6-7 ASSIGNMENT OF MONIES

The Contractor may assign monies due the Contractor under the Contract, and such assignment will be recognized by the City, if given proper notice, to the extent permitted by law. Any assignment of monies shall be subject to all deductions provided for in the Contract. All money withheld may be used by the City for the completion of the Work if the Contractor defaults.

6-8 PROTECTION OF CITY AGAINST PATENT CLAIMS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, and processes on or incorporated in the Work and shall indemnify and hold harmless the City and the City's officers, officials, agents, employees, volunteers, members, affiliates and their duly authorized representatives from all actions for, or on account of, the use of any patented materials, equipment, devices, or processes in the construction of, or subsequent operation of, the Work. Before final payment, if requested by the City, the Contractor shall furnish acceptable proof of a proper release from all costs or claims arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work.

6-9 RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work under the Contract, unless otherwise provided in the Contract.

The Work shall be under the Contractor's responsible care and charge until completion and final acceptance, and the Contractor shall bear the entire risk of injury, loss, or damage to any part by any cause. The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damage to any portion of the Work, equipment or the materials occasioned by any cause, and shall bear the entire expense.

In no case shall the Contractor's use of Subcontractors in any way alter the position of the Contractor or the Contractor's sureties with relation to the Contract. When a Subcontractor is used, the responsibility for every portion of the Work shall remain with the Contractor. No Subcontractor will be recognized as having a direct contractual relationship with the City. All persons engaged in the Work under the Contract will be considered as employees of the Contractor and their work shall be subject to all the provisions of the Contract. The City will deal only with the Contractor who is responsible for the proper execution of the Work. The Contractor shall pay when due all valid claims of Subcontractors, suppliers, and workmen with respect to the Work.

The mention herein of any specific duty or responsibility imposed upon the Contractor shall not be construed as a limitation or restriction of any other responsibility or duty imposed upon the Contractor by the Contract, said reference being made herein merely for the purpose of explaining the specific duty or responsibility.

The Contractor shall do all of the work and furnish all labor, materials, tools, equipment, and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the Work herein required, including any change order work or disputed work directed by the City in conformity with the true meaning and intent of the Plans, Specifications, and all provisions of the Contract, within the time specified.

If the Contractor discovers any discrepancies during the course of the Work between the Plans and conditions in the field, or any errors or omissions in the Plans and conditions in the field, or any errors or omissions in the Plans, the Specifications, or in the layout given by stakes, points, or instructions, it shall be the Contractor's duty to inform the City immediately, and the City shall promptly verify the same. Any work done after such discovery until authorized by the City, will be done at the Contractor's risk.

6-10 PERMITS AND LICENSES

Except as set forth in the Special Provisions, the Contractor shall, at the Contractor's sole expense, obtain all necessary permits and licenses for the construction of the Work, give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health and safety. The Contractor shall also procure all permits and licenses necessary for the normal conduct of the Contractor's business and construction operations.

Unless otherwise noted in the Special Provisions, building, plumbing, heating, electrical, and similar permits that the Contractor is required to obtain from the City Building Department for City-owned projects will be obtained by the Contractor at City expense.

The California Environmental Quality Act of 1970 (CEQA) may be applicable to permits, licenses, and other authorizations that the Contractor shall obtain from local agencies in connection with performing the Work. The Contractor shall comply with the provisions of CEQA in obtaining such permits, licenses, and other authorizations, which will be obtained in time to prevent delays to the Work. The Contractor shall also comply with all mitigation measures identified in the Special and/or Technical Provisions.
Contractor shall also furnish the Engineer a copy of a valid, current City of Rocklin Business License obtained at Contractor expense prior to the commencement of the work.

6-11 GENERAL SAFETY REQUIREMENTS

6-11.01 Compliance With Safety & Health Regulations

Safety is a prime consideration in all City contracts. The Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the State of California or Federal Government. In no case shall the City or any of its agents, officials, officers, employees, independent contractors or representatives have either direct or indirect responsibility for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions and programs in connection with the Work, or for maintaining any safety or health conditions on the site, or for ensuring against or correcting any hazardous conditions on the site. The City or any of its agents, employees or independent contractors may call to the attention of the Contractor any safety, health or hazardous conditions at the site but, by doing so, does not assume any liability or responsibility for remediation or correction of the condition, which liability and responsibility lie solely with the Contractor.

The Contractor shall, upon request, submit to the City a copy of its Injury Illness Prevention Program (IIPP) (including Site Safety Plan and Code of Safe Work Practices) and all updates and revisions to the IIPP for review. The Contractor is required to fulfill the requirements of these programs during the prosecution of the work.

6-11.02 24-Hour Contact Information

The Contractor shall have on record with the City the following twenty-four (24) hour emergency contact numbers:

- Traffic control device supplier: Supplier of barricades, steel plates, delineators, channelizers, construction signs, and other traffic control equipment to be used during construction.

- Contractor representative: An employee of the Contractor having the authority to make decisions and the ability to respond to an emergency on the project at any time.

- Safety representative: The Contractor’s Safety Representative shall have the authority to make decisions regarding safety and health concerns on the project and to direct the Contractor’s personnel to abate any hazard identified by the City.

6-11.03 Work During Hours of Darkness

Working areas utilized by the Contractor during the hours of darkness shall be illuminated to conform to the minimum illumination intensities established by Cal-OSHA, Construction Safety Orders and the Traffic Control Plans (TCP).

6-12 PUBLIC CONVENIENCE AND SAFETY

6-12.01 Public Convenience

All work within public streets and/or roadway rights-of-way shall be done in an expeditious manner and cause as little inconvenience to the traveling public as possible. Vehicles, bicycles, and pedestrians must be allowed to pass at all times except during an emergency closure. See Section 7-8, “Peak Hours, Hours of Darkness, Holidays and Weekends”, of these General Provisions for time limitations.

6-12.02 Pedestrian and Bicyclist Access

The Contractor shall not block the movement of pedestrian or bicycle traffic. The Contractor shall provide for pedestrian and bicycle traffic by phasing construction operations or by providing alternative pedestrian and bicyclist access through or adjacent to construction areas. Proper advance notice signage with reasonable detours shall be installed and maintained through all phases of construction. Access to pedestrian and bicycle devices at traffic signals shall be maintained at all times. At no time shall pedestrians be diverted into a portion of the street used for vehicular traffic or on to private property unless adequate lane closure signage is in place. Pedestrian and bicycle access shall consist of four-foot (4’) wide bridges across trenches and four-foot (4’) wide passageways through construction areas. Hand railings for pedestrians shall be provided when required by Cal/OSHA Regulations or the Americans with Disabilities Act (ADA) on each side of each bridge or passageway to protect pedestrians from hazards caused by construction operations or adjacent vehicular traffic. Railings or barricades, which border passageways located in roadway areas, shall be reflectorized on the side facing oncoming traffic. The provisions of this section 6-12.02 shall apply absent written approval from the City to the contrary.

6-12.03 Written Notification To Residences and Businesses

The Contractor shall notify, in writing, residents and business establishments along the route of the Work at least ten (10) Working Days prior to road closures and at least two (2) Working Days prior to disruption of ingress and egress. The notice provided to the residences or businesses shall include, at a minimum, schedule of closures with estimated closure times, closure location, alternate route or detour, and name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

The Contractor shall notify, in writing, residents and business establishments along the route of the Work at least two (2) Working Days prior to placing parking restrictions within the City right-of-way. The notice provided to the residences or businesses shall include, at a minimum, schedule of parking restrictions with estimated times, location, and a name and twenty-four (24) hour phone number of a contact person employed by the Contractor.

6-12.04 Access To Driveways, Houses and Buildings

Access and passable grades shall be maintained to the extent feasible for business establishments and residents during construction. Safe and passable pedestrian, bicyclist, and vehicular access shall be provided and maintained. Access shall be continuous and unobstructed unless otherwise approved and shall be ADA compliant. When abutting property owner’s access across the right-of-way line is to be eliminated, repaired, or replaced under the

Contract, the existing access shall not be closed until the replacement access facilities are completed and functional or suitable temporary access facilities are installed.

6-12.05 Property Damage

Any property damage caused by the Contractor shall be repaired at the Contractor's expense to the satisfaction of the City.

Pursuant to Public Contract Code Section 9201, the City shall provide the Contractor with timely notification of any third-party claims received by the City relating to this Contract. Such notification shall not create any rights or obligations on the part of the City to respond or otherwise act on behalf of the Contractor with respect to such third-party claims.

6-12.06 Erection of Signs To Expedite Passage of Vehicles

The Contractor shall erect such warning and directional signs as necessary or as directed by the City for expediting the passage of public traffic through or around the Work and the approaches. All warning and directional signs shall comply with the current version of the California-MUTCD.

6-12.07 Traffic Obstructions, Delays and Inconveniences

All public traffic shall be permitted to pass through the Work and the Contractor shall conduct operations that offer the least possible obstruction, delay, and inconvenience to the public.

6-12.08 Work On Private Property

The Contractor must obtain written permission from the owner of any privately owned property prior to beginning any work, storing materials or otherwise conducting any operations on said property. The written approval from the property owner must be on file with the City before any operations will be permitted on said property.

6-12.09 Hazardous Conditions Created

Whenever the Contractor's operations create a condition hazardous to pedestrians, bicyclists, or the traveling public, the Contractor shall, at the Contractor's own expense, furnish, erect and maintain any fences, covers, temporary railing (Type K), barricades, lights, signs and other devices necessary or as directed by the City to prevent accidents or damage or injury to the public or property.

If needed for public use, roadway excavation shall be conducted to maintain a smooth and even surface satisfactory for use by public traffic at all times. The surface of the roadbed shall be kept in a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic as determined by the City.

Temporary facilities that the Contractor uses to perform the Work or store or stage material or equipment shall not be installed or placed where they will interfere with the free and safe passage of public vehicular, bicycle, or pedestrian traffic.

6-13 PUBLIC SAFETY AND TRAFFIC CONTROL

6-13.01 General

All traffic controls shall be installed in accordance with the latest edition of the Caltrans "California-MUTCD."

6-13.02 Responsibility For Safety

It is the Contractor's responsibility to provide for public safety and traffic control. The City may review the Contractor's operations and inform the Contractor if an unsafe or hazardous condition is observed. The Contractor may be directed verbally or via Field Directive, letter, email, or other means to abate the hazard. The Contractor must comply with all directives for hazard abatement immediately and within the timeframe imposed by the City.

6-13.03 Passage of Emergency Vehicles

The Contractor shall provide for the uninterrupted passage of emergency vehicles through the Work zone at all times regardless of the controlled traffic conditions in place at the time.

6-13.04 Furnishing, Installing, and Maintaining Traffic Controls

Appropriate traffic control shall be furnished by the Contractor to provide an adequate warning to the public of dangerous conditions to be encountered during construction at all hours of the day or night. Warning and directional signs shall be erected and maintained as required by the City and by law. All traffic controls shall be installed as required by the Specifications.

6-13.05 Inadequate Traffic Controls and After-Hour Maintenance and Repairs

Should the Contractor appear negligent in furnishing and maintaining sufficient traffic control devices or protective measures or fail to provide flaggers as necessary to control traffic, the City may direct the Contractor, at the Contractor's expense, to abate the hazard.

Should the City identify the inadequacy of warning devices and protective measures, that action shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Should the Contractor fail to properly furnish or maintain traffic controls, or correct a hazard caused by inadequate or inappropriate traffic control, the City will abate the hazard. All City costs to abate the hazard shall be reimbursed by the Contractor or deducted from the progress payment. If the Contractor is not available to perform after-hour maintenance and repair to traffic control devices, the City will correct the situation and deduct all costs from the progress payment.

6-13.06 Competent Flaggers

The Contractor shall provide competent and professional flaggers to control traffic when necessary or requested by the City. All flaggers shall be trained as required by Cal-OSHA

regulations and shall be prepared to provide verification of such training to the City when requested.

6-13.07 Construction Signs

The Contractor is responsible for supplying, installing, and maintaining all construction signs and posts. The Contractor will receive direction from the City as to the specific locations and placement of each sign. Regulatory signs or guide signs shall be supplied, erected, and maintained by the Contractor, subject to City approval, and shall be protected from damage from construction activities by the Contractor throughout the duration of the Project.

6-13.08 Temporary Bridging of Excavations and Trenches

Whenever necessary or requested by the City, excavations shall be bridged with steel plates to allow an unobstructed flow of traffic.

1. Asphalt concrete “cutback” shall be placed around the edges of the plate to provide a ramp and smooth transition from the pavement to the plate to minimize wheel impact. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V).

2. Bridging shall be secured against displacement by using railroad spikes or other approved fastening devices.

3. Bridging shall be placed and secured to work to minimize noise levels.

4. Steel plates used for bridging shall extend at least one (1) trench width on each side beyond the edges of the trench. Any deviations from these requirements must be designed by a registered engineer and reviewed by the City.

5. Depending upon the depth of the excavation, soil type, vibration, and other variables, the trench may require shoring to support bridging. The excavation shall be designed by a State Registered Civil Engineer or other appropriate professional if there is any question about the capability of the excavation and bridging to support the forces of traffic.

WIDTH OF EXCAVATION	MINIMUM THICKNESS OF STEEL PLATES
2.0 ft. or less (0.6 m or less)	7/8 inch (22 mm)
3.0 ft. (0.9 m)	1 inch (25 mm)
4.0 ft. (1.2 m)	1-1/4 inch (32 mm)

In sidewalk areas, one and one-eighth inch (1-1/8”) plywood may be substituted for steel plating. Such plywood shall be secured to prevent removal by unauthorized persons. Asphalt concrete “cutback” or other non-displaceable material must be used to provide a ramp for pedestrian and handicap access. All ramping must be accomplished to provide a minimum angle of approach of twelve horizontal to one vertical (12H:1V). Vehicular travel over backfilled but unpaved excavations will not be allowed, unless the Contractor provides a

temporary surface suitable for driving consisting of at least two inches (2”) of plant mix asphalt over six inches (6”) of aggregate base, concrete slurry (completely cured), or traffic plates placed over the excavated area of sufficient width and thickness as indicated in this Section.

6-13.09 Entering and Leaving the Construction Zone

Construction equipment shall enter and leave the roadway by moving in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a safe manner that will not endanger the workmen or the public. When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment operators shall yield to public traffic.

6-13.10 Existing Traffic Signals and Lighting Systems, Signs and Pavement Markings

Existing traffic signals and highway lighting systems shall be kept in operation during progress of the Work. When traffic signal shutdown is permitted by the City, the Contractor shall notify the City at least five (5) Working Days prior to shut down. Traffic signal detectors accidentally cut or damaged during construction shall be repaired or replaced by the Contractor at the Contractor’s expense and be operational within seventy-two (72) hours. When traffic signals are approved for shutdown, the Contractor shall control traffic by use of flaggers as directed by the City. “STOP” signs will not be permitted at these locations, unless allowed by the City.

Existing signs and pavement markings shall be maintained by the Contractor and shall not be removed or altered without City approval.

6-13.11 Bus Stops

If construction operations will obstruct a bus stop, the Contractor shall notify the Transit provider five (5) Working Days in advance of beginning that portion of the Work and make provisions agreeable to the transit provider to provide an alternate location where people can safely board the bus.

6-13.12 Dust

Water or dust palliative shall be applied if ordered by the City for the alleviation or prevention of dust nuisance caused by the Contractor's operations as provided Chapter 10 of these General Provisions.

6-13.13 Removal of Spillage From Roadway

The Contractor shall immediately remove any spillage resulting from hauling operations along or across any public traveled way.

6-14 CONFINED SPACES

6-14.01 Contractor Responsibilities and Qualifications

When working in a confined space, the Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, the Contractor shall submit for City review:

1. The Contractor's procedures for confined space operations.

2. Copies of all documents and certificates that qualify the Contractor to safely perform work in permit-required confined spaces. The Contractor shall also submit all applicable Material Safety Data Sheets (MSDS) and hazard information on chemicals, products, materials, or procedures.

3. Sufficient documentation and evidence that a permit-required confined space entry can be made in accordance with Article 108. Documentation shall include, but not be limited to the following:

    - Equipment availability, suitability, and integrity.
    - Personnel training.
    - Experience.
    - Supervision.
    - Safety.
    - Accident experience.
    - Permit-required confined space policy.
    - Hot work procedures (if applicable).
    - Lock-out/tag-out procedures (if applicable).

The Contractor's submittal shall be made thirty (30) Calendar Days prior to any confined space entry in accordance with Section 5-8, "Contractor's Submittals," of these General Provisions.

The Contractor will not be allowed to make a permit-required confined space entry until the City has reviewed the Contractor's qualifications and proposed methods.

The Contractor shall conform to the procedures established by the Contractor's submittal during all confined space operations. The Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. The Contractor shall also provide all monitoring, safety, and communications equipment required for confined space operations.

6-14.02 Existing Sewers and Storm Drains

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drainpipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

6-14.03 Joint City – Contractor Entries

Unless otherwise directed in writing by the City, when City employees work alongside the Contractor in a permit-required confined space, the permit procedures for both the City and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.

6-15 TRAFFIC CONTROL PLANS (TCP)

6-15.01 Traffic Pattern Changes

The Contractor shall notify the City in advance of the Contractor's desire to change any existing traffic patterns. Traffic lanes for public use shall be at least ten feet (10') in width. Whenever feasible an additional four feet (4') shall be provided for a bicycle lane. If it is not feasible to provide a separate bicycle lane, the Contractor shall post signage before the construction area stating, "SHARE the Road with Bicyclists." Additionally, when the lane is shared, the Contractor shall post signage for a maximum speed limit of 25 MPH in the shared lane. For traffic pattern changes that do not require a road closure, the Contractor shall provide the City with a minimum of five (5) Working Days advance notification, unless otherwise approved or deemed an emergency lane closure by the City. For all road closures, the Contractor shall provide the City with a minimum of twenty (20) Working Days' notice prior to the desired closure date, unless otherwise approved or deemed an emergency road closure by the City.

6-15.02 Traffic Control Plans (TCP)

The Contractor shall submit a Traffic Control Plan (TCP) to the City for review. The TCP shall show traffic control measures to be used for vehicles, bicyclists, and pedestrians affected by the construction. Five (5) sets of the TCP shall be submitted on eleven-inch by seventeen-inch (11"x17") (minimum) paper. The Contractor will not be allowed to begin work associated with the road or lane closure until the TCP is reviewed by the City.

TCPs will be reviewed and returned within twenty (20) Working Days.

The City reserves the right to extend the review period or request and review a TCP if special conditions warrant.

Detours used exclusively by the Contractor for hauling materials and equipment shall be constructed and maintained by the Contractor at the Contractor's expense. If the Contractor's operations are damaging the roadway, the City has the authority to regulate the Contractor's operations and direct the Contractor to repair the roadway at the Contractor's expense.

6-16 BARRICADING OPEN TRENCHES

Any excavation permitted by the City to be left open shall be barricaded with Type I, Type II, or Type III barricades with reflective tape and flashers as approved or directed by the City. Signs stating “OPEN TRENCH” shall be posted when requested by the City. All open excavated areas shall be barricaded with at least two (2) Type III barricades at the end of the excavation that faces oncoming traffic. Any excavation within four feet (4’) of the traveled way, not protected by K-rail or a similar traffic control barrier approved by the City, shall be backfilled at the end of the work shift or plated in accordance with Section 6-13.08, “Temporary Bridging of Excavations and Trenches,” in this Section of these General Provisions.

6-17 EXISTING UTILITIES

6-17.01 General

The Contractor shall coordinate and fully cooperate with the City and utility owners for the location, relocation, and protection of utilities. The Contractor’s attention is directed to the existence of utilities, underground and overhead, necessary for all buildings in the Work area. The Contractor shall arrange with utility owners for the location of service lines serving these buildings in advance of the actual construction and for the relocation of such facilities, if necessary, by the utility owner or the Contractor.

6-17.02 Maintenance and Protection

Unless otherwise shown or specified in the Contract, the Contractor shall maintain in service all drainage, water, gas, sewer lines, power, lighting, telephone conduits, and any other surface or subsurface utility structure that may be affected by the Work. However, the Contractor, for convenience, may arrange with individual owners to temporarily disconnect service lines or other facilities along the line of the Work. The cost of disconnecting and restoring such utilities shall be borne by the Contractor.

Unless otherwise specified in the Special Provisions, the Contractor shall protect all existing utilities on all projects being constructed, whether inside or outside of highway rights-of-way. The utility owner in these cases may elect to provide the necessary protective measures and bill the Contractor for the cost. “Existing utilities” includes traffic control devices, conduits, streetlights, and related appurtenances. Existing utility facilities that are to be relocated, including traffic signals and light poles, shall be relocated prior to paving. No paving shall be performed around existing utility facilities that are to be relocated.

6-17.03 Exact Locations Unknown

The locations of existing utility facilities shown on the Plans are approximate and represent the best information obtainable from utility maps and other information furnished by the various utility owners involved. The City warrants neither the accuracy nor the extent of actual installations as shown on the Plans. There may be additional utilities on the property unknown to either party to the Contract. If, during the course of the Work, additional subsurface utilities are discovered, the City may make adjustments to the Work. Compensation for such adjustments will be in accordance with Chapter 9, “Changes and Claims”, of these General Provisions.

In accordance with Government Code Section 4215, the City will compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing, relocating or protecting existing main or trunk line utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment on the Work necessarily idled during such work. In no event shall the City be liable for any further or additional costs resulting directly or indirectly from any such occurrence.

Compensation will be in accordance with Chapter 9, “Changes and Claims”, of these General Provisions. Nothing herein shall be deemed to require the City to indicate the presence of existing utility services, laterals, or appurtenances whenever their presence can be inferred from other visible facilities such as buildings, meters, junction boxes, valves, service facilities, identification markings, and other indicators on or adjacent to the Work.

If the Contractor discovers utilities not identified in the Plans or Specifications, the Contractor shall immediately notify the City and the utility owner by the most expeditious means available and later confirm in writing. If the completion of the Work is delayed by failure of the City or the utility owner to remove, repair, or relocate the utility, such delay may be an excusable delay as defined and provided for in Section 7-12.02, “Excusable Delays”, of these General Provisions. Nothing herein shall preclude the City from pursuing any appropriate remedy against the utility for delays that are the responsibility of the utility. The Contractor shall not be assessed liquidated damages for delay in completion of the Work for that portion of such delay as is caused by failure of the City or the owner of a utility to provide for the removal or relocation of existing utilities.

6-17.04 Underground Service Alert (USA)

The City is a member of the Underground Service Alert North (U.S.A.) one-call program. Except in an emergency, the Contractor and any Subcontractor planning to conduct any excavation shall notify the U.S.A. at least two (2) Working Days, but no earlier than fourteen (14) Calendar Days, in advance of performing excavation work. U.S.A. can be reached by calling 811 or going to www.usanorth811.org. U.S.A. does not accept emergency calls. For emergency repairs, the Contractor or any Subcontractor planning to conduct an excavation, must contact the designated City representative. The provisions of Government Code Sections 4216 through 4215.9, inclusive, shall be followed.

Each phase of the Project shall be called into U.S.A. and continuing excavation reported every fourteen (14) Calendar Days. The Contractor shall not call into U.S.A. the entire Project boundaries or, on road construction projects, the entire length of the project. The excavator shall only request the marking of facilities within the area to be excavated within fourteen (14) Calendar Days of the call. U.S.A. will provide an inquiry identification (“Ticket”) number to the person contacting the center. The U.S.A. ticket number shall be available to the Inspector at the job site along with the date U.S.A. was called. If the U.S.A. notifications are not kept up-to-date, the excavation will be stopped, and a new two (2) Working Day notice will be required before continuing the excavation. If, at any time during an excavation for which there is a valid ticket number, the field markings are no longer reasonably visible, the Contractor shall contact U.S.A.to have the area re-marked. The Contractor shall allow two (2) Working Days for re-marking of facilities.

Prior to calling U.S.A., the Contractor shall clearly mark the excavation site with white, water-soluble, or spray chalk paint in paved areas or place flags, stakes, whiskers, or some other approved method in unpaved areas. The Contractor shall determine the exact location (twenty-four inches (24”) from outside edge on either side of the facility) of utilities in conflict with the proposed excavation by exposing the subsurface installation with hand tools before using any power-operated or power-driven equipment. The Contractor is responsible for protecting operators’ markings or markers until they are removed.

Prior to Final Acceptance, all U.S.A. markings shall be removed by the Contractor to the satisfaction of the City. During the progress of the Work, markings shall be removed by the Contractor to the satisfaction of the City. During the progress of the Work, markings or markers shall be removed within two (2) months of the date the markings or markers are no longer needed or upon completion of the work, whichever comes sooner. The City will accept natural weathering of the markings if the markings disappear within the two-month period or prior to Final Acceptance. If the markings are in brick pavers or concrete areas and if, by natural weathering or other approved removal methods, the markings still remain, the Contractor must replace the concrete or the brick pavers in-kind, unless the utility operator has failed to use chalk-based paint or other non-permanent marking materials. Contractors and utility operators are encouraged to avoid marking in these areas by using offset markings. Removal methods shall be non-destructive and residual shadowing shall not remain.

Removal of markings shall comply with requirements of any applicable Federal, State, and local laws, rules, or regulations.

U.S.A. markings not removed by the required time lines may be removed and the sidewalk or street repaired/replaced by the City at its discretion. The City will charge the Contractor a service fee equal to the actual costs of removal for removing the markings and making any repairs and/or replacements. This fee will include the cost to comply with any applicable Federal, State, and local laws, rules, or regulations.

6-17.05 Damage to Existing Utilities

The Contractor shall notify the affected utility of any contact, scrape, dent, nick, or damage to their facility. Any operator or excavator who negligently violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed ten thousand dollars ($10,000). Any operator or excavator who knowingly and willfully violates Government Code Section 4215 is subject to a civil penalty in an amount not to exceed fifty thousand dollars ($50,000).

6-17.06 Markings

The following table designates color codes and symbols that shall be used by the Contractor and the utility owners to identify utilities:

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
Color	**Symbol Name**	**Name**
Safety Precaution	W	Water

FIELD MARKINGS		
COLOR CODES AND SYMBOLS		
Blue		
Safety Alert Orange	FA Tel R TV WU	Fire Alarm Telephone/Communication Railroad Television/CATV Western Union
Safety Green	S D	Sewer Storm Drain
Safety Red	L E T	Street Lighting Electric Traffic Signals
High Visibility Safety Yellow	G Company Name	Gas Oil or Chemical Steam
Purple	RW	Reclaimed Water
Pink/Fuchsia	TSM	Temporary Survey
White	USA	Proposed Excavation – Paint outline of proposed excavation area with white dotted line

6-18 APPROVAL OF CONTRACTOR'S PLANS NO RELEASE FROM LIABILITY

The review or approval by the City of any submittal, working drawing or any method of work proposed by the Contractor shall not relieve the Contractor of any of the Contractor's responsibility for any errors and shall not be regarded as any assumption of risk or liability by the City or any officer, official, agent, employee, member, volunteer, affiliate, or their duly authorized representatives. The Contractor shall have no claim under the Contract because of the failure or partial failure or inefficiency of any reviewed or approved plan or method. City review or approval means that the City has no objection to the Contractor using the proposed plan or method at the Contractor's responsibility and risk.

6-19 CONTRACTOR SHALL NOT MORTGAGE EQUIPMENT

The Contractor shall not mortgage or otherwise convey the title of the plant, machinery, tools, appliances, supplies, or materials that may at any time be in use, or further required or useful, in the prosecution of the Work, without prior written consent of the City.

6-20 PROPERTY RIGHTS IN MATERIALS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been installed, attached or affixed to the Work, and on which partial payments have been made by the City. All such materials shall be the property of the Contractor and the City jointly as their interests may appear, and shall not be removed from the Work by the Contractor without the City's consent.

6-21 EXCAVATION AND TRENCH SAFETY

6-21.01 Permit

The Contractor must obtain a permit from the Division of Industrial Relations per Labor Code Section 6500, as specified in California Code of Regulations, Title 8, Article 6, Section 1539 “Permits” of the Construction Safety Orders, for all excavations five feet (5’) or deeper to which an employee is required to descend. The permit shall be kept at the construction site at all times.

6-21.02 Shoring, Bracing. Shielding, and Sheeting

In accordance with Labor Code Section 6705, at least five (5) Working Days in advance of excavation of any trench or trenches five feet (5’) or more in depth, with a total value of twenty-five thousand dollars ($25,000) or more, the Contractor shall submit to the City a detailed plan showing the design of shoring, bracing, sloping, or other provisions for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a California Licensed Professional Civil or Structural Engineer. A signed copy of the detailed plan shall be on the site at the time of the excavation. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the City or any of its employees. These systems must support the sides of the excavation and prevent soil movement that could cause injury to any person or structure. Any damage resulting from a lack of adequate shoring, bracing, shielding or sheeting shall be repaired at the Contractor's expense.

The Contractor shall immediately replace or repair any unsafe ladder, scaffolding, shoring, or bracing, or correct any other dangerous or hazardous situation that exists.

A Competent Person, as defined in California Code of Regulations, Title 8, Construction Safety Orders, Section 1504, “Definitions,” shall be on site at all times when the Contractor's employees are working within the trench. A "Competent Person" is one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

The price bid for work that will require an excavation of five feet (5’) or deeper (or less if conditions warrant) shall include the cost of adequate sheeting, shoring, and bracing, or equivalent method conforming to applicable safety orders, unless a separate Bid Item for such work is included in the bid form.

6-22 PRESERVATION OF PROPERTY

Trees and shrubbery that are to remain, pole lines, fences, signs, traffic control devices, striping, survey markers and monuments, buildings and structures, conduits, under- or above-ground pipelines, and any other improvements and facilities shall be protected from injury or damage. If ordered by the City, the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, said objects shall be replaced or restored at the Contractor’s

expense to a condition as good as when the Contractor entered upon the Work. The Contractor shall receive City approval before the removal of any road sign or permanent traffic control device that interferes with the Work.

6-23 OVERLOADING

The Contractor shall determine safe loading capacities and shall not overload any structure, equipment, pavement, or material beyond its safe capacity, or significantly deteriorate the preconstruction condition, during construction. In addition to assuming full responsibility for bodily injury resulting from any such overloading, the Contractor shall repair to the City's satisfaction or reimburse the City for the costs of repairing the damage. For pavement assessment prior to construction, contact the City Public Works Department.

CHAPTER 7 - PROSECUTION OF THE WORK

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CHAPTER 7 PROSECUTION OF THE WORK

7-1 BEGINNING OF WORK

No work may take place prior to receipt of the executed Contract and review of the prescribed bonds and insurance. Upon receipt of the executed Contract and approval of the bonds and insurance by the City, a Notice to Proceed will be issued which will constitute authorization to begin work. The counting of Contract Time shall begin upon issuance of the Notice to Proceed or other date as specified in that notice.

7-2 AMOUNT OF WORK UNDER CONSTRUCTION

The Contractor shall not have more work under construction than can be undertaken properly with regard to the rights of the public and the safety and integrity of the Project.

7-3 PRECONSTRUCTION CONFERENCE AND PROGRESS MEETINGS

Prior to beginning work, but within ten (10) working days of issuance of the Notice to Proceed, a preconstruction conference shall be held for the purpose of reviewing the Work. The Contractor must attend this preconstruction conference, and shall invite Subcontractors and others necessary to ensure all topics are adequately covered. Topics discussed include, but are not limited to, mobilization, access, temporary facilities, utilities, subcontractors, schedules, procedures, correspondence, progress payments, payroll records, Storm Water Pollution Prevention Plans (SWPPP), coordination, safety, after-hour contacts for Contractor and City personnel, quality control/quality assurance, personnel assignments, and other topics as appropriate.

Progress meetings, as stipulated in the Special Provisions or as required by the City, will be conducted throughout the duration of the Contract. The purpose of these meetings is to inform, discuss, and resolve issues related to the Work; the Contractor or the Contractor's agent shall attend. Topics discussed include, but are not limited to, progress, schedules, safety, SWPPP, RFI's, Change Orders, Field Directives, field coordination, submittals, quality control/quality assurance, testing, startup, safety, and other topics related to the Work.

The City may prepare minutes of all meetings. If minutes are prepared, the City will endeavor to send them to Contractor within two (2) Working Days. Contractor will endeavor to respond within two (2) Working Days with any corrections to the minutes, and any portion of the minutes not corrected by Contractor will be deemed as accurate. The City or Contractor may audiotape or videotape these meetings to create a record of the meeting, and a copy of any tape recordings shall be provided as part of the minutes.

7-4 WORK TO BE UNDERTAKEN WITH ADEQUATE SUPERVISION, LABOR FORCE, EQUIPMENT AND METHODS

The Contractor shall undertake the Work under the Contract with all materials, tools, machinery, apparatus, and labor necessary to complete the Work as described, shown, or reasonably implied under the Contract, or as directed by the City, on or before the scheduled Contract Completion Date.

If Contractor is not diligently proceeding with the prosecution of the Work as set forth in the construction schedule (see Section 7-5, “Schedules”, of these General Provisions), Contractor shall, immediately and at no additional cost to City, take all measures necessary to ensure completion within the Contract Time, including but not limited to increasing the number of employees, working overtime, working additional shifts or crews, and working Saturdays, Sundays, or holidays, subject to other requirements in these provisions.

7-4.01 Superintendence

The Contractor shall keep on the Work, throughout its progress, a competent superintendent who shall have complete authority to represent and act for the Contractor. Such superintendent shall be capable of reading and understanding the Contract, and shall receive and follow any instruction given by the City.

Whenever the Contractor or the Contractor’s superintendent is not present on a particular part of the Work where it may be desired to give direction, orders will be given by the City and shall be received and obeyed by the foreman or other representative who may have charge of the particular work in reference to which the orders are given, or the City may stop the work until the Contractor or the Contractor's superintendent arrives.

7-4.02 Labor

Workers, laborers, or mechanics skilled in each class of work shall accomplish every part of the Work. The Contractor is responsible for the efficiency, safety and adequacy of its labor force and those of all Subcontractors.

7-4.03 Equipment and Methods

Only equipment and methods suitable to produce the quality required by the Contract will be permitted to operate on the Work. Except as specified in Section 5-7, “Contractor’s Equipment”, of these General Provisions, or in the Special Provisions or Technical Specifications, equipment shall be that used in general practice for the work undertaken. If any part of the Contractor's plant, equipment, or methods of executing the Work is unsafe, inefficient, or inadequate to ensure the required quality or rate of progress of the Work, the City may order the Contractor to modify the Contractor’s facilities or methods. The Contractor shall promptly comply with such orders at the Contractor’s expense. However, neither compliance with such orders nor failure of the City to issue such orders shall relieve the Contractor from the obligation to secure the degree of safety, the quality of the Work, and the rate of progress required by the Contract. The Contractor is responsible for the safety, adequacy, and efficiency of its plant, equipment, and methods.

7-5 SCHEDULES

The Contractor shall submit a baseline schedule and updated schedules in accordance with this Section 7-5 and Section 5-8, “Contractor’s Submittals”, of these General Provisions, which shall illustrate the Contractor’s planned schedule for carrying out the Work and completing the Work within the Contract Time. The Contractor’s updated schedules shall show the as-built schedule for work completed.

All schedules must show completion by any milestone dates required in the Contract Documents and the Contract Completion Date. Contractor expressly waives any early completion delay claim. Contractor has the right to try to complete the Work ahead of any milestone date and/or the Contract Completion Date, but if Contractor is somehow delayed from doing so, Contractor may not base a claim for additional compensation on such delay.

Contractor acknowledges that a purpose of submitting reasonable, accurate and adequate schedules is to protect the City and Contractor against unjustified delay and disruption claims or unjustified rejections of such claims. Contractor agrees to devote all resources necessary to provide scheduling services, as with any other item of Work on the project. Contractor agrees that its failure to submit reasonable, accurate and adequate schedules will bar claims by Contractor for additional compensation and/or time extensions based on the information contained in such a schedule, including but not limited to delay, disruption or inefficiency claims.

The City will review all schedules for conformance with the Contract. City review and/or approval of a schedule does not relieve the Contractor of responsibility for the feasibility of the schedule or for accomplishing milestones and completion within Contract Time, nor does City review and/or approval warrant or acknowledge the reasonableness of the schedule's logic, durations, labor estimates, or equipment productivity. City review and/or approval of a schedule does not indicate approval by the City of the schedule, nor does it relieve Contractor of responsibility for any characteristics of the schedule that breach the Contract or that are unreasonable, inaccurate, inadequate, or deficient.

If no separate item is provided in the Bid Form for scheduling, the cost for preparing the baseline schedule and preparing updates and revisions of the baseline schedule shall be included in payments for mobilization. If no bid item for mobilization is included in the Bid Form, conformance with this provision is incidental to and included in the various bid items and no additional payment will be made. Updates and revisions of the schedules are included in the prices paid for other items of work.

Because the City places a high value on the importance and use of project scheduling information as a management tool in achieving the completion of the Work as planned, the City will deduct 10 percent (10%) of the monthly progress payment, but not more than twenty-five thousand dollars ($25,000), for failure by the Contractor to timely obtain the approved Contract Schedule or to any monthly updated Progress Schedule, as required by the Specifications, with each monthly progress payment request. These deductions are cumulative, and will be made for each and every month that the Contractor fails to provide the required information. The monthly updated schedule and narrative shall be accurate, reflect actual events on the Project, and meet all requirements of the Specifications. If the Contractor does not correct the deficiency by providing an acceptable schedule within ten (10) Calendar Days of the City's receipt of the monthly progress payment request, the deduction may become permanent via a deductive Change Order. The City may withhold payments from the Contractor until a satisfactory baseline schedule, update, or revision has been submitted and reviewed.

7-5.01 Baseline (Contract) Schedule

Within 21 Calendar Days after receiving the Notice to Proceed, the Contractor shall submit a detailed proposed baseline schedule presenting an orderly and realistic plan for completion of

the Work, in conformance with the requirements of the Specifications. The proposed baseline schedule shall be in electronic format (*e.g.,* CD, DVD, or flash drive but not .pdf).

The proposed baseline schedule shall comply with the following requirements, unless modified by the City:

1. A time scaled CPM type schedule showing the mathematical analysis of the CPM network diagram and prepared in the version of software subject to City acceptance.

2. No activity on the schedule shall have a duration longer than fourteen (14) Working Days, with the exception of fabrication and procurement activities, unless otherwise approved by the City. Activity durations shall be the total number of actual days required to perform that activity including consideration of weather impact on completion of that activity.

3. Procurement of major equipment, through receipt and inspection at the job site, identified as a separate activity.

4. Owner furnished materials and equipment if any, identified as separate activities.

5. Dependencies (or relationships) between activities.

6. Processing/approval of submittals and shop drawings for major equipment. Activities that are dependent on submittal acceptance and/or material delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.

7. Separate buildings and other independent project elements shall be individually identified in the network.

8. Fourteen (14) Working Days for developing punch list(s), completion of punch list items, and final clean-up for the work or any designated portion thereof. No other activities shall be scheduled during this period.

9. Interface with the work of other contractors (or entities).

Each activity shown on the proposed baseline schedule shall have the following minimum information:

- Unique number(s) for each activity
- Activity description
- Activity relationships and dependencies (logic)
- Activity duration in Working Days

- Early start, early finish, late start, late finish dates (calendar date, i.e., day, month, year)
- Total float, free float
- Interim milestone dates and completion dates
- Detailed list of work contained within each activity
- Manpower loading for each item of work for unit price contracts
- Cost loading for each item of work for lump sum contracts

The City will review the proposed baseline schedule for conformance with the requirements of the Contract and, within seven (7) Calendar Days after receipt, will approve the proposed baseline schedule or will return it with comments. If the proposed baseline schedule is not approved, the Contractor shall revise the schedule to incorporate comments and resubmit the schedule for approval within seven (7) Calendar Days after receiving it. The approved schedule shall become the Contract Schedule.

The Contract Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. The responsibility for developing the Contract Schedule and monitoring actual progress as compared to the schedule rests with the Contractor.

Failure of the Contract Schedule to include any element of the work or any inaccuracy in the Contract Schedule will not relieve the Contractor from responsibility for accomplishing all the Work in accordance with the Contract.

Approval of the Contract Schedule will not relieve the Contractor of the responsibility for accomplishing the Work in accordance with the Contract and the Contract Time.

7-5.02 Progress Schedules

The Contractor shall submit to the City each month with its payment application an electronic and hard copy up to-date Progress Schedule with a narrative describing the general status of the Work and addressing any problem areas or delays, with impacts on critical path items of work highlighted. A corrective course of action shall also be included when problem areas or delays are encountered. The Progress Schedule shall be in the same software format and version as that used to create the Contract Schedule and shall include:

1. The Contractor's estimated percentage complete and remaining duration for each activity not yet complete.
2. Actual start/finish dates for activities as appropriate.
3. Identification of processing errors, if any on the previous update reports.
4. Revisions, if any, to the assumed activity durations including revisions for weather impact for any activities due to the effect of the previous update on the schedule.

5. Identification of activities that are affected by requested or proposed changes to the Work.

6. Resolution of conflict between actual work progress and schedule logic. When out of sequence activities develop in the Contract Schedule because of actual construction progress, the Contractor shall submit revisions to schedule logic to conform to current status and direction.

The City will review the updated schedule information and meet with the Contractor each month, unless the City requests more frequent meetings, to determine the status of the Work. If agreement cannot be reached on any issue, the Contractor will use the City's determination in the processing of the update.

Progress payments pursuant to the Contract will be based on the Progress Schedules.

7-5.03 Schedule Revisions

If the sequence of construction differs significantly, as determined by the City, from the Contract Schedule, the Contractor shall submit within fifteen (15) Calendar Days a revised schedule to the City for approval.

When a requested or proposed change to the Work will have an impact on the critical path, the Contractor shall submit a schedule fragnet showing this impact. If the requested or proposed change is accepted by the City, the schedule fragnet shall be incorporated into the Contract Schedule. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Sections 7-12, "Delays" and 7-18, "Extension of Time", of these General Provisions. No additional cost beyond that provided in Chapter 9, "Changes and Claims", of these General Provisions will be allowed for the incorporation of approved changes into the Contract Schedule.

Should the Contractor, after approval of the Contract Schedule, intend to change its plan of construction, it shall submit its requested revisions to the City, along with a written statement of the revision, including a description of the logic for rescheduling the work, methods of maintaining adherence to Intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to the City, they will be incorporated into the Contract Schedule in the next reporting period.

Schedule revisions shall be submitted at least seven (7) Calendar Days prior to the date of submission of updated information. The City will have seven (7) Calendar Days to review the revisions.

7-5.04 Short Interval Schedules

The Contractor shall, if required by the City, prepare a Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include all current activities and projected activities for the succeeding two (2) weeks. The SIS shall include actual start/finish dates for the preceding one (1) week. The SIS shall be submitted to the City prior to the each progress construction meeting. The Contractor shall participate in short interval scheduling coordination during the progress construction meetings.

7-5.05 Float

All float in any activity, milestone completion date, and/or Contract Completion Date is owned by the Project and, as such, is a resource available to both the City and the Contractor. Neither the City nor the Contractor owns the float time.

Unless otherwise provided herein, float is synonymous with total float and total float is the period of time measured by the number of Working or Calendar Days (as specified in the Contract) any non-critical path activity may be delayed before it and its succeeding activities become part of the critical path. If a non-critical path activity is delayed beyond its float period, then that activity becomes part of the critical path and controls the completion date of the Work. Thus, delay of a non-critical path activity beyond its float period will cause delay to the Project itself.

Acceptance of any schedule based on less time than the maximum time allowed for accomplishment of milestones or Project completion within Contract Time, does not serve to contractually change any Contract duration, nor does it serve as a waiver of either the Contractor's or the City's right to utilize the full amount of time specified in the Contract. As such, liability for delay of Project completion dates rests with the party actually causing delay to Project completion dates.

7-5.06 City's Right to Revise the Schedule

In the event of a delay to critical path work which is not the fault of the Contractor, the City may elect to re-sequence work or otherwise modify the Contract Schedule in an attempt to minimize the effect of the delay. It shall be the responsibility of the Contractor to cooperate in this effort. It is not the City's responsibility to ensure the Contractor the ability to use "optimal" crew size throughout the Project and no adjustment of the Total Contract Price will be made for minor variations in crew size or claimed loss of efficiency or disruption that result from schedule adjustments. However, overtime work or weekend work required by the City to meet schedule objectives other than those of the Contractor will be reimbursed per the provisions of Chapter 9, "Changes and Claims" of these General Provisions, provided that the Contractor has not contributed to the delay which the City is seeking to overcome. If the Contractor contends that a schedule adjustment will cause a significant disruption of its work sequence or ability to perform work efficiently, it shall notify the City within forty eight (48) hours of receipt of the adjustment. Failure to provide timely notice constitutes a waiver by the Contractor of any claim for compensation arising out of the schedule adjustment.

7-5.07 Responsibility for Completion

The Contractor shall furnish sufficient manpower, materials, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Saturdays, Sundays and holidays (in accordance with Section 7-08) as may be necessary to insure the progression and completion of the Work in accordance with the Contract Time. If work on the critical path is behind the currently updated Progress Schedule and it becomes apparent that the Work will not be completed within the Contract Time, the Contractor will implement whatever steps it deems necessary to make up all lost time at no additional cost to the City. If the Contractor's solution is not successful, it will make further attempts using the following sequence of events:

1. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

2. If the above cannot be achieved then;

    a. The Contractor shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the City, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of the City the backlog of work.

    b. In addition, the City may require the Contractor to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the City finds the proposed recovery schedule unacceptable, it may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are unsatisfactory, the City may require the Contractor to take any of the actions set forth in the previous paragraph without additional cost to the City to make up the lag in scheduled progress.

Failure of the Contractor to comply with the requirements of this Section 7-5.07 shall be considered grounds for a determination by the City that the Contractor is failing to undertake the Work with such diligence as will ensure its completion within the time specified and will subject the Contractor to all rights and remedies of the City under the Contract Documents.

7-6 UNUSUAL SITE CONDITIONS

The Contractor shall promptly upon discovery, and before the following conditions are disturbed, notify the City, in writing, of any:

1. Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated in the Contract.

3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Contractor shall follow up the prompt notification with written documentation of the unusual site condition within five (5) Working Days. The City will have the site remediated or issue a Change Order per Chapter 9, “Changes and Claims”, of these General Provisions if it finds that the conditions do materially differ or involve hazardous waste.

7-7 PURSUANCE OF WORK DURING INCLEMENT WEATHER

During inclement or unsuitable weather or other unfavorable conditions, the Contractor shall pursue only such portions of the Work that will not be damaged by the weather or unfavorable conditions. When the weather or unfavorable conditions creates hazardous travel or working conditions, as determined by the City, the Contractor may be directed to stop that portion of the Work, in accordance with Section 5-22, “Temporary Suspension or Delay of Work”, of these General Provisions, until the weather clears or the conditions are no longer unfavorable. The Contractor must keep roads safe and inspect and maintain storm water pollution prevention and erosion control devices during inclement weather or unfavorable conditions. Lane and road closures may not be allowed if the City determines that the traffic controls will create unnecessary risk to the traveling public, the Contractor, and/or City employees.

7-8 PEAK HOURS, HOURS OF DARKNESS, HOLIDAYS, AND WEEKENDS

7-8.01 Allowable Times and Hours of Work

Unless otherwise noted in the Special Provisions or approved by the City, no work shall be done between the hours of 7 p.m. and 7 a.m., or on Saturdays, Sundays, or Legal Holidays.

Unless otherwise noted in the Special Provisions or approved by the City, no lane of traffic shall be closed to the public during the peak hours of 7:00 a.m. to 8:00 a.m. and 3:30 p.m. to 6:00 p.m., except as necessary for the proper care and protection of work already performed or in case of an emergency repair as defined below. These exceptions are allowed only with the City’s written permission.

7-8.02 Off-Period Work

A written request to work between 7 p.m. and 7 a.m. or on Saturdays, Sundays, or Legal Holidays, or to close a lane of traffic during peak hours must be submitted at least two (2) Working Days in advance of the intended work. The City will evaluate the Contractor’s request to determine if there is a benefit to the City, a nuisance or a hazard to the public, the Project, or the area surrounding the site, and if the Contractor should pay any City overtime costs related to the off-period work. The City may place conditions on any approval of off-period work based on this analysis.

7-8.03 Emergency Repairs

An emergency repair is a repair to the Work (including traffic controls, barricades, or temporary signs) required as a result of an unforeseen event that poses a danger to the public or jeopardizes the integrity of the Work, whether completed or not. The Contractor may be allowed to close a lane of traffic or work at night, on Saturdays, Sundays, or Legal Holidays for an emergency repair. The Contractor must notify the City within one (1) hour of dispatch of the Contractor’s repair crews, and give their names, an emergency contact number, the location of the emergency repair, and a tentative completion date and time. The Contractor shall notify the City when the emergency repair is completed and the road is clear. If an extension of time is required, the Contractor must provide a revised tentative Contract Completion Date. If an adjustment to the Total Contract Price is required, the Contractor shall notify the City of all proposed adjustments necessitated by the emergency and emergency repair.

7-8.04 Revocation of Permission For Off-Period Work

The City may revoke permission for off-period work if the Contractor endangers the public, an employee, or themselves by violating a safety and health regulation, or fails to maintain an adequate work force and equipment for reasonable prosecution and inspection of such work.

7-8.05 Working Shifts

Two- or three-shift operations may be established as a regular procedure by the Contractor upon written permission from the City. Such permission may be revoked if the Contractor fails to comply with applicable safety and health regulations, fails to provide for adequate inspection of the Work, or fails to provide sufficient means and equipment, including artificial light, to permit the Work to be carried out safely and appropriately and to permit proper inspection.

7-9 TEMPORARY FACILITIES AND SERVICES

Unless specified otherwise in the Special Provisions, the Contractor shall be responsible for providing and maintaining necessary material storage facilities, utilities, field offices, temporary roads, fences, security, etc. for prosecuting the Work. The Contractor shall obtain a City of Rocklin hydrant permit at contractor expense prior to connecting to or drawing construction water from fire hydrants.

7-10 PROTECTION OF WORK, PERSONS AND PROPERTY

The Contractor shall protect the Work, equipment and materials from damage until completion and acceptance of the Work. Neither the City nor any of its agents assume any responsibility for collecting funds from any person or persons that damages the Contractor's work.

The Contractor shall store materials and equipment in accordance with manufacturer's recommendations and erect such temporary structures as required to protect them from damage. The Contractor shall furnish guards, fences, warning signs, walks, and lights, and shall take all other necessary precautions to prevent damage or injury to persons or property.

7-11 PROOF OF COMPLIANCE WITH CONTRACT

When requested by the City, the Contractor shall submit properly authenticated proof of the Contractor's compliance with the Contract.

7-12 DELAYS

The Contractor shall provide notification to the City for any delays, in accordance with Section 7-13, "Notice of Delays", of these General Provisions.

7-12.01 Inexcusable Delays

The Contractor shall not receive any time extensions or additional monetary compensation for inexcusable delays. Inexcusable delays include, but are not limited to, the following:

1. Delays that affect only a portion of the Work but do not prevent or delay the prosecution of controlling items of work nor the completion of the whole Work

within the Contract Time.

2. Delays associated with the reasonable interference of other contractors employed by the City that do not necessarily prevent or delay the prosecution of controlling items of work or the completion of the whole Work within the Contract Time.

3. Delays associated with loss of time resulting from the necessity of submitting plans for City approval or from City surveys, measurements, inspections, and testing.

4. Delays that could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or Subcontractors.

7-12.02 Excusable Delays

The Contractor may be granted an extension of Contract Time for excusable delays, which are those that are determined to be beyond the control of the Contractor, impact a controlling item of work, could not be prevented by the exercise of care, prudence, foresight, and diligence, and only to the extent there is insufficient remaining float to accommodate the delay. These excusable delays may include City acts, unusually severe weather or conditions resulting therefrom, Acts of God or of the public enemy, fire, epidemics, and labor strikes. Material shortages and delays in utility company relocations may be classified as excusable if the Contractor produces satisfactory evidence of acting in a timely manner.

The Contractor shall not receive any additional monetary compensation due to excusable delays unless the City determines that the excusable delay resulted from a City act or the discovery of cultural resources (as specified in Section 10-12, “Archeological and Cultural Resources”, of these General Provisions). The Contractor shall also not receive any additional monetary compensation due to excusable delays under the following circumstances:

1. The Contractor could have reasonably anticipated the delay and avoided the cost impacts of it.

2. When there are two (2) or more concurrent delays and at least one does not qualify for monetary compensation under Section 7-12.

3. The excusable delay does not affect controlling critical path tasks that would delay overall completion of the Work.

7-13 NOTICE OF DELAYS

The Contractor shall immediately notify the City in writing delivered by personal delivery, U.S. Mail First Class, or email, if the Contractor foresees any delay in the prosecution of the Work or if the Contractor learns of the occurrence of any excusable delay; but in no case shall the written notice be provided to the City later than five (5) Working Days after the occurrence of the event that is the cause of the excusable delay. The Contractor shall describe in this notice, the nature and cause of the delay and shall state the probability of the delay occurring (if foreseen ahead of time) so the City may take steps to prevent the occurrence or continuance of the delay and may determine whether the delay is inexcusable or excusable, its duration,

and its extent. Notification of delays in any other format than described herein, including, without limitation, in progress meetings and regardless of whether noted in the progress meeting minutes, is insufficient to constitute the required and proper notice.

In the event of a continuing delay, the Contractor is required to give only one notice.

The City will assume that all delays were inexcusable unless the City was notified as indicated above and through its investigation found them excusable. Contractor waives any and all claims for time extensions and/or monetary compensation based on delay if notice is not provided as described above. The Contractor acknowledges that City has a strong interest in mitigation of delay impacts and in confirmation of the existence of delay; therefore, the Contractor agrees to submit these notices of delay and to waive claims if notice is not submitted as required.

7-14 CARELESS DESTRUCTION OF STAKES AND MARKS NO CAUSE FOR DELAY

If the Contractor or Subcontractors destroy stakes and marks causing a delay in the Work, the Contractor shall have no claim for damages or time extensions. See also Section 5-9, “Surveys”, of these General Provisions.

7-15 TIME OF COMPLETION

Time is of the essence on all City contracts. The Contractor shall complete all of the Work called for under the Contract within the Contract Time.

7-16 EXTENSION OF TIME NOT A WAIVER

Time extensions granted for excusable delays or for the execution of extra or additional work shall not operate as a waiver of any of the City’s rights under the Contract.

7-17 INCLEMENT WEATHER AND CONTRACT TIME

The Contractor will be allowed a time extension if, in the opinion of the City, inclement or unsuitable weather or its effects prevents working on the current critical path task at the beginning of the shift for at least five (5) consecutive hours, or for at least (5) hours during the shift. (A current critical path task or controlling operation is any feature of the Work (e.g., an operation or activity including settlement, curing periods, and submittal activities) that if delayed or prolonged will delay the time of completion of the Contract.)

7-18 EXTENSION OF TIME

Subject to the provisions of Section 7-12.02, compliance with the required contractual notice provisions in Section 7-13, and subject to submission of a schedule fragnet in accordance with Section 7-5.03 of these General Provisions showing the impact on the critical path of the event giving rise to an excusable delay, the Contractor will be allowed a time extension to complete the Work equal to the sum of all excusable delays as determined in accordance with Section 7-12 to Section 7-17 of these General Provisions, plus any adjustments in Contract Time due to Change Orders as outlined in Section 9-12, “Time Extensions for Changes”, of these General Provisions. During such time extension, the Contractor will not be charged for extra engineering and inspection or liquidated damages.

7-19 SUBSTANTIAL COMPLETION

When the Contractor considers the entire Work, or a specific portion of the Work, substantially complete, the Contractor shall certify in writing to the City that the Work is substantially complete and request that the City grant substantial completion. Within five (5) Working Days, the City and the Contractor shall inspect the Work to determine the status of completion. If the City does not consider the Work ready for its intended use, the City will notify the Contractor in writing, giving the City's reasons. If the City considers the Work ready for its intended use, the City will grant substantial completion, and then the City will provide a list of items to be completed or corrected (often referred to as a "deficiency list" or "punch list") before Final Acceptance and Final Payment. Immediately upon being provided a deficiency list, the Contractor shall proceed to correct or complete the items on the list.

Substantial completion does not bar liquidated damages from being assessed and accruing. Liquidated and other damages may continue to accrue until Completion.

7-20 CLEANING UP

Throughout the construction period, the Contractor shall keep the site of the Work in a presentable condition, dispose of any surplus materials, keep roadways reasonably clear of dirt and debris, keep all sidewalk and other pedestrian areas clear of dirt, loose gravel, debris and any tripping hazards, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work, to the satisfaction of the City.

The Contractor shall also keep the work site cleaned of all rubbish, excess material, and equipment. All portions of the work shall be left in a neat and orderly condition prior to requesting final inspection. Surplus material shall be disposed of in accordance with Section 18-7, "Surplus Material Disposal", of the Placer County Specifications. The final inspection will not be made until final clean-up has been accomplished.

Construction and demolition debris may be properly disposed of by the contractor using self-haul equipment to deliver the debris to an approved disposal site. Any paid waste/recycling collection or disposal services shall exclusively utilize the City's designated refuse collection service provider.

7-21 FINAL INSPECTION AND FIELD ACCEPTANCE

The Contractor shall notify the City in writing when it believes that it has corrected all items on the deficiency (punch) list and has achieved Completion, and the City shall promptly inspect the Work. The Contractor or the Contractor's representative shall be present at the final inspection. The Contractor will be notified in writing of any further defects or deficiencies and the Contractor shall proceed within ten (10) Calendar Days to correct such defects or deficiencies. When again notified that the Contractor has achieved Completion, the City will again inspect the Work to ascertain that the corrections are in accordance with the Contract and Completion has occurred. The City may delay additional inspections if the City has reason to believe that the Contractor is not making a good faith effort to correct deficiencies. The Engineer will recommend acceptance of the Work to the Council or designee if it finds all the corrections acceptable and Completion has occurred; otherwise, the Engineer shall continue to withhold field acceptance of the work until all deficiencies on the deficiency (punch) list are corrected and Completion achieved.

7-22 FINAL ACCEPTANCE AND NOTICE OF COMPLETION

Upon Completion of the Work, including but not limited to acceptance of M&O manuals, Record Drawings, and test reports, the Engineer will recommend to the Council that it accept the Contract as complete. Upon acceptance by the Council, a Notice of Completion will be recorded with the County Recorder within fifteen (15) Calendar Days. Acceptance by the City Council shall cause the commencement of warranty periods. Acceptance shall not relieve the Contractor from the responsibility of completing or correcting any work, nor from the responsibility to correct any patent or latent defects in the Work.

7-23 WARRANTY WORK

Should any defects or deficiency in material, equipment or workmanship, such as faulty materials, poor workmanship, defective equipment, or any other reason that can be attributed to Contractor's performance, become apparent during any warranty period, the City shall notify Contractor in writing of the defect before expiration of the warranty period. If so notified, Contractor has a duty to immediately correct, or immediately and satisfactorily commit to correct, the defect or deficiency to meet the Contract requirements at Contractor's sole expense. This duty to correct does not expire for any reason, including but not limited to expiration of the warranty period. A new warranty period, equivalent to the original warranty period, will apply to all corrected deficiencies.

The City is hereby authorized to make such needed repairs if the Contractor fails to undertake, with due diligence, the needed repairs within ten (10) Calendar Days after the Contractor is given written notice of such failure and without notice to the surety; and the Contractor shall pay the entire costs for the City's work. However, in case of an emergency where, in the opinion of the City, delay would cause serious loss or damages or a serious hazard to the public, the City may immediately make repairs or take other action without prior notice to the Contractor or surety; and the Contractor shall pay the entire costs for the City's work.

CHAPTER 8 - MEASUREMENT AND PAYMENT

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CHAPTER 8 MEASUREMENT AND PAYMENT

8-1 BASIS AND MEASUREMENT OF PAYMENT QUANTITIES

It is the Contractor's responsibility to measure and/or compute the quantities of work completed, subject to verification by the City, under the terms of the Contract. In computing quantities, the length, area, solid contents, number, weight, or time as specified in the Contract or the Schedule of Values shall be used.

8-1.01 Unit Price Contracts

Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work as measured upon completion. The Estimated Quantities provided in the Bid Documents are for comparative bidding only. The City does not express or imply that the actual amount of work or materials will correspond to the Estimated Quantities. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities. See also Section 9-14, "Contract Change Order", of these General Provisions.

8-1.02 Lump Sum or Job Contracts

Progress Payments will be based on the Schedule of Values prepared by the Contractor and approved by the City prior to acceptance of the first Progress Payment request (see Section 8-5, "Progress Payment Procedures", below). If requested by the City, the Contractor shall furnish full copies of subcontracts showing actual costs. The Schedule of Values shall be consistent with the baseline progress schedule prepared by the Contractor pursuant to Section 7-5.02, "Progress Schedules", of these General Provisions.

8-1.03 Payment for Mobilization

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the site; for the establishment of all offices, buildings, and other facilities necessary for the Work; and for all other work and operations which must be performed, or costs incurred, prior to beginning the Work.

Payment for mobilization will be as follows:

8-1.03.A Mobilization Not a Pay Item

When the Contract does not include a separate pay item for mobilization, full compensation for mobilization will be included in the Contract lump sum price or in the prices paid for the various items of work in a unit price contract, and no additional compensation will be paid.

8-1.03.B Mobilization a Pay Item

When the Contract or accepted Schedule of Values includes a separate item for mobilization, payment for mobilization will include full compensation for the furnishing of all labor, materials, tools, equipment, administrative costs, and incidentals for mobilization.

The City will pay no greater than five percent (5%) of the Total Contract Price as a separate pay item for mobilization. In the event the Contractor submits a mobilization pay item greater than five percent (5%) of the Total Contract Price, the City will pay any excess mobilization amount with the final progress payment.

Absent City approval, the City will not pay additional mobilization compensation for work under a Change Order.

Payment for mobilization shall be subject to retention per Section 8-7, "Retention", of these General Provisions.

8-2 SCOPE OF PAYMENT

8-2.01 General

Compensation under the terms of the Contract shall be full payment for the Work, including loss or damage arising from the nature of the Work, action of the elements, or unforeseen difficulties encountered during the prosecution of the Work and until its final acceptance; and all risks connected with the prosecution of the Work.

8-2.02 Unit Price Contract

Progress payments will be made based upon the unit price bid and measured quantities for work completed, plus work completed on approved Change Orders. For compensation for alterations in quantities of work, including deviations greater than twenty-five percent (25%), see Section 9-8.02, “Payment for Changes – Unit Prices”, in these General Provisions.

8-2.03 Lump Sum or Job Contract

Progress payments will be based upon the approved Schedule of Values for work completed, plus work completed on approved Change Orders.

8-2.04 Final Pay Items

An item designated as a Final Pay Item in the Contract shall be paid for as specified in Section 9-1.02C, “Final Pay Item Quantities”, of the State Specifications.

8-2.05 Allowances

Allowances may be included in the Bid Form for materials and/or work that may be added during the course of the Contract. The Allowance may be used in whole, in part, or not at all as determined by the City. Whenever costs of the Work included in the Allowance item are more or less than the specified Allowance amount, the Total Contract Price will be adjusted accordingly by Contract Change Order. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profit, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities for the Allowance.

8-2.06 Payment for Material Not Incorporated in the Work

No Progress payments will be made for materials and equipment not incorporated in the Work, unless specifically set forth in the Special Provisions or authorized by the City.

8-3 WORK TO BE DONE WITHOUT DIRECT PAYMENT

Compensation for any portion of the Work not specifically identified in the Bid Form or Schedule of Values is understood to be included in the price for other items, unless specified in the Special Provisions as extra work. No additional compensation is allowed for additional shifts or premium pay necessary to ensure that the Work is completed within the time limits specified in the Contract.

8-4 PAYMENT FOR USE OF COMPLETED PORTIONS OF WORK

If the City occupies or uses a portion of the Project under Section 4-10, above, before it accepts Completion of the Work, the Contractor will only be compensated in accordance with this Chapter 8. No final payment shall occur for a limited portion of the work.

8-5 PROGRESS PAYMENT PROCEDURES

No progress payment will be made when, in the judgment of the City, the Work is not proceeding in accordance with the provisions of the Contract or when the total work done since the last progress payment amounts to less than one thousand dollars ($1,000). Unless otherwise agreed to at the preconstruction meeting or identified in the Special Provisions, the Contractor shall submit in writing monthly for City review an estimate of the total amount and value of work done, including that done under approved Change Orders, and the acceptable materials furnished and incorporated in the work completed through the last day of the previous pay period. The Bid Form or Schedule of Values shall be used to prepare a progress payment request for the items, or portions of items, of the Work completed during the monthly progress period.

Unless specified otherwise in the Special Provisions, any progress payment request must be accompanied by (1) an updated Progress Schedule that complies with the Contract; (2) record drawing update confirmations; (3) a conditional lien release in the form prescribed by law warranting that title to all work, labor, materials and equipment covered by the request is free and clear of all liens, claims, security interests or encumbrances; and (4) unconditional lien releases for all work through the prior progress payment lien releases. If Contractor fails to submit these documents with the progress payment request, then City, in its sole discretion, may withhold part of the progress payment or reject the progress payment request with an explanation in writing of the reason. Contractor may resubmit the progress payment request with the required documents. City has no obligation to process the progress payment request or make a progress payment if Contractor fails to provide these required documents.

If the required documents are submitted with the progress payment request, then the City shall review any progress payment request submitted by Contractor to determine its accuracy and validity. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt, along with a document stating the reasons why the payment

request is not proper. Once the City has an undisputed and properly submitted payment request from Contractor, the progress payment shall be made within 30 days of its submission.

Once the City agrees with Contractor as to the amount of Work completed as of the date of the progress payment request, the City shall deduct the following from the estimated total value of that amount of Work: All previous payments, the retention previously withheld pursuant to Section 8-7, “Retention”, of these General Provisions, and other withholdings as permitted by the Contract. The City will then approve the balance for payment to the Contractor, with retention being withheld from that approved payment as described in Section 8-7 of these General Provisions.

The payment of a progress payment or the acceptance thereof by the Contractor does not constitute acceptance by the City of any portion of the Work, and does not reduce the Contractor’s liability to replace unsatisfactory work, material, or equipment for any or the Work, whether or not completed. Approval by the City of a progress payment request that contains an inadvertence or error by the Contractor will not release the Contractor or the Contractor's surety from damages arising from the work covered by the approved payment request or from enforcement of every provision of the Contract. The City also has the right to correct any error made in any Progress Payment and may withhold as much payment as necessary to correct the error in later progress payments.

8-6 INSPECTION AND PROGRESS PAYMENTS NOT A WAIVER OF CONTRACT PROVISIONS

No inspection, order, measurement, approval, modification, payment, acceptance of work or material (including, but not limited to, acceptance of the entire Work), time extension, or possession of the Work or any part thereof shall be a waiver of any of the terms and conditions of the Contract, the powers reserved by the City, or any right of the City to damages or to reject the Work in whole or part. No breach of this Contract shall be construed a waiver of any other or subsequent breach. All remedies provided in the Contract shall be cumulative and shall be in addition to all other rights and remedies that may exist at law or in equity.

8-7 RETENTION

8-7.01 Retention to Ensure Performance

The City will retain five percent (5%) of each approved progress payment to ensure performance under the Contract. The parties acknowledge that some of the purposes of retention under this Contract are to encourage the Contractor to reach Completion quickly, to ensure that Contractor completes the Work in its entirety, and to provide funds from which the City may withhold for disputes, costs and claims under Section 8-8, “Withholdings/Denial of Progress Payment Request”, of these General Provisions.

Retention will be held by the City until at least thirty-five (35) Calendar Days, but no more than sixty (60) Calendar Days after recording of the Notice of Completion. However, the City may continue to withhold some or all of the retention beyond 60 days to the extent that any disputed amounts or Stop Payment Notices or liquidated damages exist, in which case the City may withhold 150% of the disputed amount and 125% or more of outstanding Stop

Payment Notices and full amount of liquidated damages.

8-7.02 Non-Compliance

In addition to the five percent (5%) payment retention discussed above, the City may also retain portions or all of a progress or final payment for Contractor's noncompliance with the Contract in an amount deemed appropriate by the City.

8-7.03 Substitution of Securities

At the request and expense of the Contractor, in accordance with Public Contract Code Section 22300, in lieu of the City withholding the five percent (5%) retention defined in Section 8-7.01 of these General Provisions, the Contractor may: (1) substitute a deposit of securities at least equivalent to the retention to be paid, or (2) request that the City pay the withheld retention directly to an escrow agent. If the Contractor elects either option, the Contractor and City shall enter an escrow agreement in the exact form set forth in Public Contract Code Section 22300.

8-8 WITHHOLDINGS/DENIAL OF PROGRESS PAYMENT REQUEST

The City may deny a progress payment request and/or withhold amounts from a progress payment and/or withhold a release of retention for any of the following reasons:

- Stop payment notices filed pursuant to Civil Code Sections 9350 et seq., including but not limited to a reasonable amount to provide for the City's reasonable cost (including but not limited to attorneys' fees and experts' fees) of litigation based on the stop notice;
- Fines levied against Contractor or the Work by the City or other entities;
- Third party claims against Contractor or the City arising from the acts or omissions of Contractor or its subcontractors;
- Defective Work not remedied;
- Previous overpayments to Contractor;
- Failure by the Contractor to make payments properly to employees or Subcontractors for labor, materials, or equipment;
- Any portion of the Work retained in accordance with Section 5-19 of these General Provisions;
- The Work may not be completed for the unpaid balance of the Contract sum;
- The Work may not be completed within the Contract Time and the City will incur actual and/or liquidated damages;
- Review of excessive resubmittals, and excessive inspections or tests;

- Replacement of survey stakes and excessive survey work;
- Failure by the Contractor to maintain and update Record Drawings;
- Damage to the City or another contractor;
- Failure by the Contractor to perform the Work in accordance with the Contract;
- Failure by Contractor to submit the necessary documents with a progress payment request;
- Cost of insurance purchased by City due to cancellation or reduction of coverage of Contractor's insurance;
- Failure by Contractor to make proper submissions under the Contract;
- Any violation or non-compliance with Contractor's legal responsibilities (see Chapter 6, "Legal Relations and Responsibilities" of these General Provisions), including withholds for wages adjustments in accordance with the California Labor Code and any fines incurred by the City as a result of the Contractor's actions; and/or
- Any amounts otherwise necessary to protect the City's interests and/or compensate the City for past, present and future damages.

In addition to withholding a reasonable amount based on the above grounds, the City may withhold an additional 50% of that reasonable amount from a progress payment or release of retention; except that it may withhold an additional 25% or more of the Stop Payment Notice amount to provide for its reasonable cost (including but not limited to attorneys' fees and experts' fees) of any litigation based on a Stop Notice.

If, on Completion or termination of the Contract or termination of the Contractor's control over the Work, sums withheld from the Contractor are insufficient to cover the City's charges against the Contractor, the City has the right to recover the balance from the Contractor or the Contractor's surety.

8-9 DEDUCTIONS FOR IMPERFECT WORK

For any portion of the Work, materials or equipment retained in accordance with Section 5-20 of these General Provisions, the City will deduct from a Progress Payment a reasonable amount to represent the decreased or lost value to the City.

8-10 LIQUIDATED DAMAGES FOR DELAY

If the Work is not completed by the Contractor in the time specified in the Contract Documents, or within any period of extension authorized pursuant to this Chapter of these General Provisions, the Contractor acknowledges and admits that the City will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages.

Therefore, it is agreed by and between the Contractor and the City that the Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum specified in the Contract Documents for each Calendar Day of delay until the Date of Completion, and that both the Contractor and the Contractor's surety shall be liable for the total amount thereof, and that the City may deduct Liquidated Damages from any monies due or that may become due to the Contractor. If it appears during the course of construction that the Contractor is behind schedule and the imposition of liquidated damages is likely, or if liquidated damages begin to accrue prior to the time for final payment, the City may, at its discretion, withhold the amount accrued from any progress payment that would otherwise be due. This right to withhold funds is in addition to the City's other rights under the Contract Documents.

This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only delays found to be excusable or time extensions granted by the City.

Pursuant to Government Code Section 4215, the Contractor shall not pay fixed and liquidated damages for delay in completing the Project caused by the failure of the City or the owner of utility facilities located on the Project site to provide for removal or relocation of such facilities.

Payment by the City of any progress payments after liquidated damages have accrued shall not constitute a waiver by the City of its right to claim liquidated damages.

If the Contract is terminated for cause, then the Contractor shall be liable to the City for liquidated damages for all periods of time from the scheduled Contract Completion Date at the time of such termination, as that date may be adjusted by any extensions of time to which the Contractor is entitled, until the Date of Completion.

8-11 FINAL ESTIMATE AND PAYMENT

Subsequent to field acceptance as detailed in Section 7-21 of these General Provisions, and within thirty (30) Calendar Days after field acceptance the Contractor shall provide a proposed final payment request, segregated as to Contract item and Change Order work. Contractor shall submit all previously unsubmitted documents required by the Contract with the request; otherwise the City has the right to reject the request and require submission of these documents.

The City will review the properly submitted proposed final payment request and, after withholding for all issues as permitted by Section 8-8 of these General Provisions and making other corrections as necessary, shall return its approved Final Payment request as modified, within fifteen (15) Calendar Days of receipt. All progress payments shall be subject to correction in the final payment. If the Contractor fails to file a final payment request within the time allotted, the City may create and approve one based on the best information available to it.

Within fifteen (15) Calendar Days after the approved final payment request is submitted to the Contractor, the Contractor shall submit back to the City a written approval of said request or a written statement of exceptions to be considered a "closeout" claim. The Contractor's statement of exceptions shall be in sufficient detail for the City to ascertain the basis and amount of the exceptions, and will include supporting documentation as detailed in Section

9-18.03 of these General Provisions. Failure to provide sufficient detail shall be cause for denial of the exceptions.

Any claim of the Contractor or Subcontractors or suppliers with respect to the performance or breach of the Contract or any alterations thereof (except for payment of the balance of the Contract price as set forth in the final payment request) not specifically set forth in the statement of exceptions, is waived by the Contractor. If the Contractor fails to file a statement of exceptions within the time allowed, Contractor waives its right to submit a statement of exceptions and the approved final payment request will be deemed to as accepted and approved by the Contractor.

The City shall process the final payment and a release of retention in accordance with the approved final payment request. The payment of undisputed sums due for the final payment, and excluding any sums withheld for Stop Payment Notices, shall be made within thirty-five (35) days of the Contractor's acceptance of the approved final payment request or within sixty (60) days after the recording of the Notice of Completion, whichever is later. The release of retention shall be made in accordance with Section 8-7 of these General Provisions. If the Contractor submits a timely statement of exceptions, then the City shall process these payments as a semifinal action; otherwise the payment shall be considered final.

The City shall respond in accordance with the provisions of Section 9-18 with its final decision regarding the claims and exceptions set forth by Contractor. Should the City's final decision grant some or all of Contractor's claims or exceptions, then to the extent necessary a supplemental final payment and/or supplemental final release of retention shall be processed within thirty (30) days.

Any claim or exception set forth by Contractor for which Contractor did not follow the required claim procedures in the Contract Documents shall be disallowed; by failing to follow the required claim procedures prior to Contractor's written statement of claims and exceptions, Contractor will have waived all rights to compensation (whether money or time) related to such claim or exception. If not already expired, the running of time for presenting a Government Code claim (see Government Code sections 900 et seq.) shall be tolled from the time of the Contractor's timely statement of exceptions until the City's final decision on the statement of exceptions.

8-12 FINAL PAYMENT TO TERMINATE LIABILITY OF CITY

If Contractor fails to timely submit a statement of exceptions, the Contractor's acceptance of the final payment and final release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of all Work performed or any alterations thereof. If Contractor timely submits a statement of exceptions, the Contractor's acceptance of the semifinal payment and semifinal release of retention shall release the City and the City's officers, officials, agents, employees, members, volunteers, affiliates, and their duly authorized representatives from all claims or liability on account of Work performed or any alterations thereof, except unresolved items set forth in the statement of exceptions.

8-13 DISPUTED PAYMENTS

The City will decide disputes regarding payments under the Contract according to the procedures set forth in Chapter 9, “Changes and Claims”, of these General Provisions. The decision of the City will be final.

CHAPTER 9 - CHANGES AND CLAIMS

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CHAPTER 9 CHANGES AND CLAIMS

9-1 AUTHORITY FOR CHANGES

The City reserves the broad right to order or direct corrections, alterations, additions, modifications, deletions or other changes as required for the proper completion of the Work. The order or directive may be issued prior to the final acceptance of the Contract without voiding the Contract, without notice to the Contractor's sureties, and in accordance with the provisions of Section 9-2, "Ordering of Changes", of these General Provisions.

The Contractor shall not perform corrections, alterations, additions, modifications, deletions, or other changes to the Work without a written directive or order from the City, in accordance with Section 9-2 of these General Provisions. Payment for changed or extra work will not be made without the City's written authorization.

9-2 ORDERING OF CHANGES

The City may order or direct, including, without limitation, through a Field Directive, a change, in writing, during the course of the Work, and the Contractor shall immediately comply with the order or directive. Changes to the Work shall in no way affect, vitiate, or make void the Contract or any part thereof, except that which is necessarily affected by such changes and is clearly the evident intention of the parties to the Contract.

Changes to the Work may be initiated as described in Section 4-5, "Field Directives or Other Written Directives", of these General Provisions. If the City and Contractor agree that compensation in the form of an adjustment to the Total Contract Price and/or the Contract Time is required, then the adjustment will be formalized in a Change Order, in accordance with Section 9-14, "Contract Change Order", of these General Provisions. Failure of the City and Contractor to agree to terms of a Change Order based on an order or directive shall not relieve the Contractor of his obligation to complete all work specified in the order or directive.

9-3 CONSTRUCTION INCENTIVE CHANGE PROPOSAL (CICP)

9-3.01 General

The Construction Incentive Change Proposal (CICP) Program provides a program for the Contractor to use its expertise to improve Contract performance to create an overall reduction in the Total Contract Price. Proposing to delete work is not a CICP. Deleted work is addressed in Section 4-8, "Deleted Items," in these General Provisions. The CICP Program shall not apply to City contracts of less than one hundred thousand dollars ($100,000). The Contractor and Subcontractors may participate in the CICP Program. Participation of Subcontractors shall be through the Contractor, and the Contractor and Subcontractors must agree upon the sharing arrangement; written evidence of such agreement must be submitted with the CICP.

The Contractor shall proceed with the Work as scheduled until the Contractor receives the City's written approval of a CICP. The City shall be the sole judge of the acceptability of a CICP and of the net capital cost reduction from the adoption of all or any part of the CICP

9-3.02 Description

A CICP is a formally written proposal for a Contract Change Order. A CICP must be initiated, developed, and identified as such by the Contractor or Subcontractor through the Contractor as identified in Section 9-3.01. A CICP must result in a net capital cost reduction while causing no increase in the total life cycle cost of the Project and shall comply with the following conditions:

- Required function, reliability, and safety of the Project will be maintained without detracting from the life expectancy or increasing maintenance requirements.

- The proposed change shall not cause undue interruption of the Work, nor shall it extend the Contract Time.

- The proposed change shall comply with all applicable permits, regulations, and code requirements, and any other requirements as set forth in the Contract. The proposed change shall not involve payment of royalties by the City to the Contractor.

9-3.03 Submittal

The Contractor shall submit a brief description of the proposed CICP prior to preparing the detailed submittal as outlined below.

A CICP submittal must contain pertinent information in supporting documents for City evaluation. As a minimum, the following information shall be submitted:

1. Name of individuals associated with the development and preparation of the CICP.

2. A detailed description and duly signed plans and specifications showing work as presently designed and the proposed changes.

3. A clear identification of all advantages and disadvantages for each proposed change.

4. A detailed procedure and schedule for implementing the proposed change. This detailed procedure and schedule shall include all necessary Contract amendments. Also indicated must be the latest date that the CICP can be approved for implementation.

5. A summary of estimated costs, including the following:

    a. Project construction costs before and after the CICP. This shall be a detailed estimate identifying the following items for each trade involved in the CICP:

        - Quantities of material and equipment.

- Unit prices of materials and equipment.
- Labor hours and rates for installation.
- Subcontractor and prime Contractor mark ups.
- Operation and maintenance costs before and after the CICP.
- Cost for implementing the CICP not included elsewhere.

b. Contractor's share of the savings based on the sharing provision in Section 9- 3.05, "Sharing Provisions and Formula," in this Section of these Specifications.

c. Other data as required by local permits and regulations and code requirements as set forth in the Contract.

6. Time required for execution of the proposed change.

To the extent indicated herein, the Contractor may restrict the City's use of any CICP or the supporting data submitted pursuant to the CICP program. Suggested wording for inclusion in CICPs is as follows:

"This data furnished pursuant to the construction incentive clause of the Contract shall not be disclosed or duplicated in whole or in part beyond what is necessary to accomplish the review. This restriction does not limit the City's right to use the information if it is available from any source without limitations. The City has the right to duplicate, use and disclose any information if the CICP is accepted."

The City may modify, accept, or reject the CICP. However, if the CICP is modified or not acted upon within the time allotted in the proposal, or if it is withdrawn or rejected, the City will not be liable for the Contractor's cost of developing the CICP.

9-3.04 Acceptance

The City will use the processing procedure specified for Change Orders in Section 9-14, "Contract Change Order," in these General Provisions, if a CICP is accepted. The City's written approval of the CICP is required. If the CICP is rejected, the Contractor shall not appeal the decision.

9-3.05 Sharing Provisions and Formula

Upon acceptance of the CICP, the Contractor will receive 50 percent (50%) of the Net Capital Savings based upon the following formula:

Net Capital Savings = Contract Cost Prior to CICP - (Revised Contract Cost After CICP + CICP Development Cost + CICP Implementation Cost)

The Contractor's development cost is limited to that directly associated with the preparation of the CICP package. Development costs will be reimbursed after approval. However, the City will reject costs that cannot be satisfactorily substantiated.

The CICP implementation costs include, when appropriate, the City's engineering costs for reviewing and redesigning the changes. However, City costs for processing the CICP are excluded.

9-4 DELETED

9-5 PROSECUTION OF CHANGES TO THE CONTRACT

If directed by the City, within fourteen (14) Calendar Days of issuance of a Request for Proposal, the Contractor shall provide a Proposed Change Order with a cost and/or time proposal prepared in accordance with the requirements of this Section, and Sections 9-8 and 9-12 of these General Provisions. The Contractor's Proposed Change Order shall indicate the amount to be added or deducted from the Total Contract Price, supported by complete details of all Contractor, Subcontractor, vendor or supplier costs per Section 9-6, "Cost and Pricing Data", of these General Provisions.

If the Contractor does not submit a Proposed Change Order within fourteen (14) Calendar Days, and unless the City is otherwise notified within fourteen (14) Calendar Days of a potential cost impact, the Contractor agrees to perform the work described in the change request with no additional compensation.

If the change causes a change in the monetary compensation or contract time the Project Manager will issue a Change Order in accordance with Section 9-14, "Contract Change Order" of these General Provisions. If a Field Directive or other written order is issued on a force account basis, the Contractor must immediately begin keeping records in accordance with Section 9-8.03, "Force Account", of these General Provisions. When the City and Contractor cannot agree on the credit for work deleted by a written order, the City's estimate will be deducted from the Total Contract Price, unless the Contractor presents proof prior to the final payment that the City's estimate is in error.

If agreement for a change in the Work is reached regarding payment, but not a time adjustment, the City shall have the right to direct the Contractor to proceed with the change at the agreed price. The impact of the changed work on the project schedule will be considered by the City in accordance with Section 9-12, "Time Extension for Changes", of these General Provisions.

Failure of the parties to reach agreement regarding the costs and time of the performing the change in the Work and/or any pending protest shall not relieve the Contractor from performing the change in the Work promptly and expeditiously. The Project Manager may unilaterally direct the Contractor in writing to perform changes in or additions to the scope of the Contract. The Contractor shall perform such work and shall be compensated pursuant to the provisions of Section 9-8, "Payment for Changes", of these General Provisions.

9-6 COST AND PRICING DATA

Cost and pricing data submitted by the Contractor shall be true, complete, accurate, and current. The City may require a formal certification to verify Contractor-submitted cost and pricing data. Additional requirements for cost and pricing data may also be included in the Special Provisions. The City shall have access to the records supporting such cost and pricing data in accordance with the Section 9-7, “Access to Records”, of these General Provisions.

9-7 ACCESS TO RECORDS

Upon reasonable notice and during normal business hours, the City shall have access to the Contractor’s and Subcontractors’ records for the purpose of verifying, auditing, and evaluating the accuracy of cost and pricing data submitted by the Contractor. “Records” as used in this Section shall include, but not be limited to: original estimates, subcontract agreements, purchase orders, books, documents, accounting records, papers, project correspondence, project files, and scheduling information necessary to determine the direct and indirect costs, job site, area and home office overhead, delay and impact costs. Records shall include the original Bid and all documents related to the Bid and its preparation, the as-planned construction schedule and all related documents. Such access shall include the right to examine and audit such records and make excerpts, transcriptions, and photocopies at the City’s cost.

9-8 PAYMENT FOR CHANGES

The method of payment agreed upon by the Contractor and the City, or selected by the City at its sole discretion in the absence of any other agreement, shall be set forth in the Request for Proposal or in the written order directing the change.

The three methods of payment are as follows:

9-8.01 Lump Sum Price

The Contractor shall submit a lump sum price proposal. The proposal shall include an estimate of labor, material, equipment, Subcontractor, material supplier costs, and any surcharges and/or markups as allowed in Section 9-9, “Markups for Changed Work” in these General Provisions.

In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon the Contractor's proposal and the Project Manager and City do not elect to have the change in the Work performed on a time and material basis, the Project Manager and City shall make a unilateral determination of the reasonable cost and time to perform the change in the Work, based upon their own estimates, the Contractor's submission or combination thereof.

9-8.02 Unit Prices

If payment for Contract work is based on unit prices, payment for changed work will be made based on actual quantities of work done at the unit prices contained in the Contract or unit prices otherwise agreed upon by the City and Contractor if none are contained in the

Contract. Payment for changed work based on Contract or agreed upon unit prices includes the full cost of the item of work including profit and overhead; and no additional payment or adjustment will be allowed. If the final quantity of any item of work required under the Contract varies from the Engineer's Estimate by twenty-five percent (25%) or more, compensation will be adjusted in accordance with Section 9-1.06, "Changed Quantity Payment Adjustments", of the State Specifications.

9-8.03 Force Account

In the absence of either an agreed lump sum price or unit prices for the change, the City may direct the Contractor to proceed with the changed work on a force account basis. The Contractor shall keep and present, in a form acceptable to the City, a complete and correct accounting of all costs associated with the change, including all pay records, vouchers, invoices, etc. The Contractor will be paid for labor, materials, and equipment actually used during the performance of the changed work as specified in this Section of these General Provisions in Sections 9-8.03.A, "Labor", 9-8.03.B, "Materials", and 9-8.03.C, "Equipment"; plus the percentages stipulated in Section 9-9, "Markups for Changed Work".

To facilitate agreement on direct craft labor hours, construction equipment hours, and material quantities, the Contractor shall notify the City not less than four (4) hours prior to starting force account work. The Contractor shall submit Daily Work Reports (DWR's) for signature not later than 9:00 a.m. the day following performance of any force account work. DWR's shall list names of all Contractor's staff, the staff person's craft or trade, all craft or trade labor hours, and all material and construction equipment used. The Contractor shall use the DWRs in preparing billings for force account work.

9-8.03.A Labor

The Contractor will be paid the cost of direct labor (foreperson and below) used in the actual and direct performance of the changed work including working foreman when authorized by the City. Except as otherwise provided, the Contractor will receive no additional compensation for overtime work without prior written authorization from the City. The cost of labor will be the sum of the following:

9-8.03.A.(1) Actual Wages

Charges for labor will be the Contractor's actual payroll costs for labor of any classification, including employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.

9-8.03.A.(2) Labor Surcharge

A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee shall be added to the actual wages.

9-8.03.A.(3) Subsistence and Travel

The City will pay the Contractor for actual subsistence and travel allowance costs associated with the changed work required by labor agreements or acceptable to the City. Documentation must be provided to the City.

9-8.03.B Materials

Payment will be for the purchaser's actual cost of supplier or vendor furnished materials. If the Contractor does not furnish satisfactory evidence of the cost of such materials, the cost will be the lowest current wholesale price at which such quantities of materials are available and delivered to the job site. The City reserves the right to purchase materials for the changed work; the Contractor shall have no claims for costs or profit on such materials.

9-8.03.C Equipment

The prices paid for equipment directly and solely required for performance of the changed work will be those listed in the current edition of the Caltrans publication, "Labor Surcharge and Equipment Rental Rates". If the equipment is not shown in this publication, the Contractor shall be paid such hourly rental rates as are agreed upon by the Contractor and the City prior to use of the equipment, plus thirty-three and one-third percent (33-1/3%) for the cost of fuel, oil, lubrication, and field repairs and maintenance. In no case shall the hourly rental rates exceed those of established distributors or equipment rental agencies serving the area.

The rate paid for the use of equipment constitutes full compensation to the Contractor for all costs, including fuel, power, oil, lubrication, supplies, small tools, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators) and any and all costs to the Contractor incidental to the use of such equipment for the changed work.

Payment will not be made for the equipment while it is inoperative due to breakdowns or for time in which no changed work was performed. Payment for rentals will include time required to move equipment to the changed work from the nearest available rental source and to return it to the source. However, no moving, loading, or transportation costs will be paid if the equipment is used for any other portion of the Work.

Individual tools and pieces of equipment having replacement value of five hundred dollars ($500) or less shall be considered tools or small equipment and no payment will be made for those pieces of equipment.

9-8.03.D Subcontracts

Subcontract costs shall be the actual cost to the Contractor for work performed by a Subcontractor. The provisions of this Section 9-8.03, "Force Account", apply to the computation of subcontract costs. Subcontractors shall compute markups per the Section 9-9, "Markups for Changed Work", of these General Provisions.

9-9 MARKUPS FOR CHANGED WORK

Only the direct costs directly attributable to the performance of the changed work shall be allowed. All other costs shall be included in the allowed markups, including, but not limited to, profit, home office and field overhead, jobsite indirect costs, extended overhead, jobsite office personnel, general field superintendence, general engineering, supervision of labor, bond and insurance premiums, and general field expense, and shall constitute full

compensation for all costs not included as actual labor, materials, equipment, or Subcontractor costs. Markups for changed work shall not exceed the following:

Labor	25%
Materials	15%
Equipment Rental	15%
Bonds and Insurance	2%

The Contractor or Subcontractor, whomever actually performs the changed work, may add the markups to the total of allowable costs. When a Subcontractor performs work, the Contractor and any higher tiered Subcontractor may add as mark-up to the total of allowable costs an amount not to exceed five percent (5%), subject to the limitations of this Section.

When the City is entitled to credit for deleted work, a ten percent (10%) credit for deleted overhead of the Contractor or Subcontractor, as applicable, will be added to such credit.

9-10 COMPENSABLE EXCUSABLE DELAYS

Payments will be made as follows for compensable excusable delays, as defined in Section 7-12.02, “Excusable Delays”, of these General Provisions. Contractor waives any and all monetary compensation for excusable delays other than the items listed below.

9-10.01 Construction Equipment

Compensation will be paid for construction equipment idle as a result of a compensable excusable delay to the extent costs are incurred. The prices paid for equipment will be those in the current edition of the Caltrans publication, “Labor Surcharge and Equipment Rental Rates”, with the following modifications:

- The right-of-way delay factor for each classification of equipment will be applied to the rental rate.

- Compensation will be provided for the actual time of the delay, but not more than eight (8) hours per day.

Compensation will be provided for each day or portion of a day, excluding Saturdays, Sundays and holidays, for the duration of the delay, unless the approved current schedule identifies critical path work for these days.

9-10.02 Jobsite Indirect Costs

Indirect costs shall be limited to the following:

1. Actual payroll costs for field office staff incurred as a result of the delay, including management, supervision, safety, estimating, engineering, drafting, clerical, secretarial and accounting. A twenty-six percent (26%) surcharge for taxes, insurance, and all other payments made to or on the behalf of the employee may be added to the payroll costs.

2. Actual cost for third-party services provided for the field office, such as

management, supervision, safety, estimating, engineering, drafting, clerical, secretarial, and accounting utilized in lieu of employees.

3. Applicable field office expenses for rent and utilities that are substantiated by invoices. Compensation for on-site plant, incidentals, and facilities for non-field office personnel including branch office and home office personnel will not be provided. Compensation for these items and other incidentals is included in the Section 9-10.03, “Markup for Compensable Excusable Delays”, of these General Provisions.

9-10.03 Markup for Compensable Excusable Delays

Except for compensable excusable delays associated with archeological and cultural resources as described in Section 10-12, “Archeological and Cultural Resources”, of these General Provisions and right-of-way delays, fifteen percent (15%) shall be added to job-site indirect costs for onsite plant, incidentals, overhead, home and branch office costs, bonds and profit. The Contractor shall determine the distribution of the markup among the Contractor, Subcontractors, and suppliers.

9-10.04 Duplicated Overhead Costs

If the Contractor is compensated for delays in accordance with this Chapter, and the delay is attributable to direct cost changes to which markups were added, equitable adjustments shall be made to eliminate the duplication of compensation for indirect and overhead costs and profit.

9-11 LIMITATIONS ON PAYMENTS FOR CHANGED WORK

The City will not pay the Contractor for costs in excess of prevailing market values, unless the Contractor can establish, to the satisfaction of the City, that the Contractor has investigated all possible means of providing the work and that the excess costs could not be avoided. The City will be the sole judge of the necessity of incurring costs in excess of market value and whether the excess costs are directly required for performance of changed work. The City’s determination will be final.

9-12 TIME EXTENSIONS FOR CHANGES

The Contractor is entitled to adjustment in Contract Time only if completion of the entire Work or of any milestone outlined in the Special Provisions is extended due to changes impacting the controlling item of work. Each proposal submitted by the Contractor in accordance with Section 9-5, “Prosecution of Changes to the Contract”, of these General Provisions, shall state the amount of extra time the Contractor believes the change added to the overall project schedule. Failure to request a time extension within the time allowed constitutes a waiver of the Contractor’s right to subsequently claim an adjustment in Contract Time.

9-13 EFFECT ON SURETIES OF CHANGES TO THE WORK

No alterations, time extensions, extra or additional work or other changes authorized by these conditions or any part of the Contract shall affect the sureties’ obligations under the

Contract.

9-14 CONTRACT CHANGE ORDER

The City will issue a Change Order if a change to the Total Contract Price or Contract Time is necessary. The Contractor shall not be entitled to any adjustments in either Total Contract Price or Contract Time for changes performed before receipt of a written directive requiring the changes or Change Order approved by the City. Adjustments in Contract Time or Total Contract Price for changes performed will not be made until a Change Order is approved by the City. A Change Order is generally comprised of one or more Field Directives or other written orders or directives, and contains a summary of each change and changes to the Total Contract Price and Contract Time.

9-15 ACCEPTANCE OF ORDERS FOR CHANGES

A Change Order that is substantially in agreement with the Contractor's Proposed Change Order, and/or the Contractor's written agreement of a Change Order, Field Directive or other written directive, will constitute the Contractor's final and binding agreement to the provisions of the Change Order, Field Directive, or other written directive, and a waiver of all claims in connection therewith, whether direct or consequential in nature, including those of any Subcontractors or suppliers. If the Contractor disagrees with any Change Order, Field Directive, or other written directive, the Contractor may submit a notice of potential claim to the City in accordance with Section 9-17, "Notice of Potential Claim", of these General Provisions. Disagreement with the provisions of a Change Order, Field Directive, or other written order will not relieve the Contractor of the Contractor's obligations under the Contract.

9-16 DISPUTE REGARDING CONTRACT REQUIREMENTS

If the Contractor and City fail to agree whether or not any work or other matter is within the scope of the Contract, the Contractor shall nevertheless immediately perform such work upon receipt of a written Field Directive or other written order. If Contractor disagrees with a decision by the City that any work is within the scope of the Contract, then the Contractor must follow the claims procedures in the Contract, including but not limited to Sections 7-13, 8-11, 9-17 and 9-18 of these General Provisions.

The Contractor shall not stop performing the Work pending resolution of a dispute, unless so ordered in writing by the City.

9-17 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to payment of any additional compensation (whether money or time) for any cause, including any disagreement, protest, or change, any act or failure to act by the City, or the happening of any event, thing or occurrence, unless the Contractor has given the City due advance written notice of potential claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional monetary compensation and/or time will or may be due, the nature of the costs and/or time involved, and, insofar as possible, the amount of the potential claim.

The Contractor shall promptly provide a written Notice of Potential Claim to the City upon discovery of concealed or unknown conditions or upon any disagreement, protest, situation, event, or occurrence that may result in a claim, including but not limited to changes in work and delays. The Notice shall be submitted no more than five (5) Working Days after the discovery or occurrence of any event that may be the basis for a claim for additional compensation or additional time.

Failure to timely submit the Notice waives any Claim that Contractor may otherwise have had the right to submit based on the underlying occurrence or event.

9-18 SUBMISSION OF CLAIMS

Claims shall be subject to the requirements of Public Contract Code sections 20104 *et seq.* and 9204. A summary of those provisions is set forth below. A waiver of the rights granted by the referenced statutes is void and contrary to public policy, provided, however, that (1) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the statutory requirements, so long as the contractual provisions do not conflict with or otherwise impair the statutory timeframes and procedures. To the extent that the summary below is inconsistent with any requirement of those statutes, the statutes shall control. The terms below are intended to be consistent with the governing statutes, and any modifications shall be understood as lawful modifications or additions to the statutory requirements if at all possible.

9-18.01 Definitions

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

> (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
>
> (B) payment by the public entity of money or damages arising from work done by, or on behalf of, Contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
>
> (C) payment of an amount that is disputed by the City.

"Mediation" means any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation.

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

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

9-18.02 Claims Procedure.
All Claims under this Contract shall be resolved using the following procedure.

9-18.02.01 The Claim shall be in writing and include the documents necessary to substantiate the Claim as set forth in Section 9-18.03. Unless a different time is stated in the Contract Documents, Claims must be filed not later than thirty (30) Calendar Days after the proposed final payment request is returned to the Contractor by the City. Any Claim shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth in Section 9-18.03 below. Failure to include these required certifications will constitute grounds for immediate rejection of the Claim and shall be deemed a waiver and absolute bar of the Claim, including any right to pursue the Claim further.

9-18.02.02 If a Subcontractor, including a lower tier Subcontractor, lacks legal standing to assert a Claim against the City because privity of contract does not exist, then the Contractor may present a Claim on behalf of such a Subcontractor. A first-tier Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim on behalf of the Subcontractor for work that was performed by the Subcontractor. The Subcontractor requesting that the Claim be presented shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Claim and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

9-18.02.03 Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim. Within 30 days of receipt of the Claim, the City may request, in writing, any additional documentation supporting the Claim or relating to defenses to the Claim that the City may have against the claimant. Where additional information is requested by the City, the time in which the City must respond to a Claim shall be tolled until all requested information is provided. If additional information is thereafter required, then it shall be requested and provided upon mutual agreement of the City and the Contractor.

9-18.02.04 Within 45 days of receipt of the Claim, as that time may be tolled as provided in Section 9-18.02.03 above, the City shall provide the Contractor with a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the City and the Contractor may, by mutual agreement, extend the time period for a response. Failure by the City to respond to a Claim within the time periods described herein shall result in the Claim

being deemed rejected in its entirety. A Claim that is denied by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

9-18.02.05 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. The City shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents.

9-18.02.06 If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

9-18.02.07 Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, then the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Failure by the City to provide the written statement within the time periods described herein shall result in the remaining Claim issues being deemed rejected in their entirety. Denial by failure of the City to respond shall not constitute an adverse finding with regard to the merits of the remaining Claim issues or the responsibility or qualifications of the claimant. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement.

9-18.02.08 Any remaining disputed portion of the Claim following the meet and confer conference shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this Section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced. This Section does not preclude arbitration if mediation under this Section does not resolve the parties' dispute.

9-18.02.09 If mediation is unsuccessful, then the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code with respect to the parts of the Claim remaining in dispute. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to Section 9-18.02.01 until the time that mediation of disputed portions of that Claim is completed. This Section does not apply to tort claims, and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

9-18.02.10 Amounts not paid in a timely manner as required by this Section shall bear interest at seven percent (7%) per year.

9-18.02.11 Claims of $375,000 or less are subject to the following procedures for civil actions filed to resolve the claims:

(a) The case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any such proceeding, consistent with the rules pertaining to judicial arbitration.

(b) The parties stipulate that the arbitrator shall be experienced in construction law and shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who, after receiving an arbitration award, requests a trial *de novo* but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorneys' fees of the other party arising out of trial *de novo.*

(d) The court may, upon request by any party, order any witnesses to participate in arbitration process.

In any suit filed under Public Contract Code Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

9-18.03 Documentation of Claims by Contractor

For each Claim, the Contractor shall furnish claim documentation as herein specified.

Contractor shall submit three (3) certified copies of all claim documentation. All claim documentation shall be complete when submitted. The evaluation of the Contractor's claim will be based on City's records and the claim documentation submitted by Contractor. Claim documentation shall conform to generally accepted auditing standards and shall be in the following format:

1. Introduction and background
2. Issues
    a. Index of issues
    b. For each issue:
        - Background
        - Chronology
        - Contractor's position (reason for City's potential liability)
        - Supporting documentation of merit
        - Supporting documentation of damages
3. CPM schedules, as-planned versus as-built, and delay analysis
4. Productivity and damages exhibits
5. Summary of issues and damages

Supporting documentation of merit for each issue shall be cited by reference, photocopies, or explained. Supporting documentation may include, but not be limited to, General Provisions, Technical and other Specifications, Drawings, correspondence, conference notes, shop drawing logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary CPM schedules, photographs, technical reports, RFIs, Field Directives, and other related records.

Supporting documentation of damages for each issue shall be cited, photocopied, or explained. Supporting documentation may include, but not be limited to, certified detailed labor, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as-planned and as-built costs; Subcontractor payment releases;

quantity reports; other related records; general ledger and any other accounting materials.

Each submission of Claim documentation shall include the following certification, signed in the same manner as the Contract was signed:

Claim Declaration

I, [name of declarant], declare the following:

[Contractor company name] has contracted with the City of Rocklin for the [name of project] project. I am authorized by my employer ([contractor company name]) to prepare the attached claim for compensation (in other words, for money and/or time extensions) to the City of Rocklin regarding this project (dated _____, 20_, and requesting $_____ and/or ___ additional working days), and I did prepare said attached claim. I am the most knowledgeable person at [contractor company name] regarding this claim.

I am aware of all law that relates to this claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the contract, may lead to fines, imprisonment, and/or other severe legal consequences for myself and/or [contractor company name].

The attached claim is prepared and submitted in good faith, does not breach the contract between [contractor company name] and the City of Rocklin for this project, does not violate any law, satisfies all provisions of the contract, only contains truthful and accurate supporting data, and only requests an amount that accurately reflects the adjustments to money and time for which I honestly and in good faith believe that the City of Rocklin is responsible under its contract with [contractor company name].

So that I could declare that the statements in this declaration and the attached claim were true and correct, while preparing this declaration and claim I consulted with others (for example, attorneys, consultants, or others who work for [contractor company name]) when necessary to assure myself that said statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

_____
[name of declarant]

If the Contractor is unable to support any part of a claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud by the Contractor**,** the Contractor shall be liable to the City for three (3) times the amount of damages which the City sustains, plus the cost of civil action, and may be liable to the City for a civil penalty of up to ten thousand dollars ($10,000) for each false claim.

9-19 ENGINEER'S DECISION

The Engineer will review the facts of any disputed Claim and may request additional information, evidence, or testimony in accordance with Section 9-18. The Engineer will render a fair, impartial decision based on the Contract, and the evidence submitted by the City and Contractor representatives.

9-20 ALTERNATIVE DISPUTE RESOLUTION

After all remedies and provisions of the Contract are exhausted, any dispute related to the Work or Contract may be resolved by mediation or arbitration if agreed upon by the parties involved and the City and the Contractor amend the Contract to agree on a form of alternative dispute resolution.

9-21 NO ALTERNATIVE CLAIMS PROCEDURE

Nothing in the Contract constitutes an agreement for an alternative claim procedure under the provisions of Government Code Section 930.2, nor relieves the Contractor of the requirements of Government Code, Part 3, Chapters 1 and 2 and Title 1, Division 3.6, Chapters 1, 2, 3, and 4, or Public Contract Code Section 20104.2(e).

9-22 ASSIGNMENT OF CLAIMS

The Contractor shall not assign any portion of the moneys due the Contractor without written City approval. No person other than the party signing the Contract has any claim under the Contract, except as provided in the Contract.

CHAPTER 10 - ENVIRONMENTAL CONTROLS AT WORK SITE

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CHAPTER 10 ENVIRONMENTAL CONTROLS AT WORK SITE

10-1 DUST CONTROL

10-1.01 General

Dust control is a year-round requirement. Dust control shall consist of applying water and/or soil binder/dust palliative to alleviate or prevent fugitive and nuisance dust resulting from the Contractor's operations, either within or outside the Work right-of-way. Dust control shall be performed by the Contractor at any time dust, resulting from the Contractor's operations, becomes a fugitive or a nuisance or visual impediment, or as directed by the City. Failure to adequately control dust will be cause for the City to direct the Contractor to suspend operations or for the City to perform such activity with all costs to be borne by the Contractor. The application of water for dust control may be performed by the Contractor for the Contractor's convenience.

10-1.02 Dust Palliative

Dust palliative shall be applied when deemed necessary by the City. Dust palliative may be used for dust control on disturbed soil areas, haul roads and staging areas. Dust palliatives are to be submitted to the City for approval prior to use and applied per manufacturer's recommendation. Costs for dust palliatives will be born solely by Contractor.

10-1.03 Measurement and Payment

Full compensation for applying water and/or dust palliatives for dust control is included in the prices paid for the various items of work involved and no additional compensation will be paid.

10-2 AIR POLLUTION CONTROL

The Contractor shall comply with all Federal, State, City, regional air district (Placer County Air Pollution Control District), and local air pollution control rules, regulations, ordinances, and statutes that apply to the Work. The Contractor shall also comply with the requirements of any permits issued to the City as noted in the Special Provisions.

10-3 BURNING

Unless otherwise provided in the Special Provisions or approved by the City in writing, material shall not be burned on site.

10-4 EROSION, SEDIMENT, AND WATER POLLUTION CONTROL

10-4.01 General

The Federal Clean Water Act requires construction sites to prevent pollutants entering storm drain systems. Storm drain systems include both constructed and natural facilities, including streams, waterways, and other bodies of water. The Contractor shall protect the local storm drain system from pollution, and shall conduct and schedule operations to avoid erosion and sediments. Where erosion may cause water pollution due to the nature of the material or the season, the Contractor's operations shall be scheduled so temporary or permanent erosion

control features are installed concurrently with, or immediately following, grading operations.

The Contractor is responsible for organizing and scheduling the Work to prevent, control, and/or abate water pollution. In order to provide effective and continuous control of water pollution, it may be necessary for the Contractor to perform the Work in small or multiple units, on an out-of-phase schedule, and/or with modified construction procedures. The Contractor shall coordinate water pollution control work with all other Contract work.

10-4.02 City Requirements

Unless specified otherwise in the Contract, all construction projects in the City of Rocklin must have a water pollution control program as follows:

- Construction projects disturbing more than the threshold number of acres as defined in the State General Construction Permit [currently one (1) acre] must have a Storm Water Pollution Prevention Plan (SWPPP). (See Section 10-4.04 below.)
- Construction involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more must have an Erosion and Sediment Control Plan (ESCP). (See Section 10-4.05 below.)
- All other construction must comply with the City of Rocklin Municipal Code. (See Section 10-4.06 below.)

Before starting the Work, the Contractor shall develop a program for the control of water pollution during the Work. The program shall indicate how the Contractor proposes to effectively control water pollution and provide drainage during the Work. The program shall also describe how the Contractor plans to monitor the effectiveness of the program. The program shall show erosion control work and all water pollution control measures the Contractor plans to implement in connection with the Work. The Contractor shall not perform any clearing, grubbing or earthwork on the project, other than that specifically authorized in writing by the City, without a water pollution control program. When requested by the City, the Contractor shall submit the program for review.

The City is not liable to the Contractor for any portion of the water pollution control program or subsequent revisions nor for any delays to the Work due to the Contractor’s failure to prepare and implement a program nor for any delays as a result of City review.

10-4.03 Regulations, Ordinances, Permits, and Specifications

The Contractor is responsible for compliance with all Federal, State, City and local permits, rules, regulations, ordinances, statutes, and City directions that apply to erosion, sediment, and water pollution control. The Contractor, at a minimum, shall comply with the most stringent regulation, ordinance, permit, or specification of the following applicable to the Work:

- This Chapter or the Special Provisions
- Chapter 8.30 of Title 15 of the City Municipal Code
- Chapter 15.28 of Title 15 of the City Municipal Code
- State of California Construction Activities Storm Water General Permit
- Specific or general National Pollution Discharge Elimination System (NPDES) or other permits that cover the Work or are specific to the area of the Work
- The City of Rocklin Joint Municipal NPDES Permit

The Contractor's responsibility to provide water pollution control under this Chapter ends at Field Acceptance of the Work. (See Section 7-21 above.)

10-4.04 Storm Water Pollution Prevention Plan

For construction projects disturbing more than one (1) acre, the Contractor must obtain coverage under the State Water Resources Control Board (SWRCB) General Storm Water Permit to Discharge Storm Water Associated with Construction Activity (General Permit). General Permit coverage is obtained by certifying and filing a Notice of Intent (NOI) with the Regional Board. The Contractor will prepare and the City will file the NOI unless specified otherwise in the Special Provisions.

Additionally, unless specified otherwise in the Special Provisions, the Contractor shall prepare a SWPPP in accordance with the General Permit or other permit specified in the Special Provisions. The SWPPP shall be prepared by an individual qualified and certified about storm water pollution prevention methods and requirements, and shall be signed by the preparer of the SWPPP. The SWPPP shall be implemented by the Contractor before Work commences. The Contractor may not be allowed to mobilize until the plan is accepted. The SWPPP shall be kept onsite at all times, updated for the various phases of the project, and made immediately available for City and Regional Board Inspectors upon request. Updates shall be submitted to the City immediately for review. At a minimum, the SWPPP shall include all elements as specified in the State's order.

10-4.05 Erosion and Sediment Control Plan

Construction projects involving the grading, filling, excavating, storage, or disposal of fifty (50) cubic yards or more of soil, or the clearing or grubbing of one (1) acre or more, are required to comply with the provisions of Chapters 15.28 of Title 15 of the City Municipal Code.

The Erosion and Sediment Control Plan (ESCP) shall be prepared by a qualified and certified practitioner. When requested by the City, the ESCP shall be reviewed by the City before work commences. Unless otherwise approved by the City, the Contractor will not be allowed to mobilize until the plan is prepared. If the Contractor's methods fail to prevent erosion or siltation, the Contractor shall revise and adjust the control measures to provide effective control, and shall be responsible for any damage, fine, and/or administrative civil liabilities resulting from erosion or siltation originating on the Work site and any other site the Contractor controls or passes through.

10-4.06 Minimum City Requirements – Best Management Practices for Construction Activities.

All construction contractors performing work in the City shall conform to adopted City standards. In addition to any adopted BMPS or other requirements for construction projects adopted by the City, the following requirements shall apply to all projects undergoing construction in the City. The requirements set forth below shall apply.

1. Sediment, construction waste and other pollutants from construction sites and parking areas, including runoff from equipment at construction sites, shall be retained on the site to the maximum extent practicable.

2. Any sediment or other materials that are not retained on the site shall be removed the same day as the projects are completed. Where determined as necessary by the director, a temporary sediment barrier shall be installed.

3. Plastic covering may be utilized to prevent erosion of an otherwise unprotected area, along with runoff devices to intercept and safely convey the runoff.

4. Excavated soil or stockpiled base materials shall be located on the site in a manner that minimizes the amount of sediments running into the street or adjoining properties. Soil and materials piles shall be covered until the soil is either used or removed. Soil and materials shall not be placed on paved streets or sidewalks without specific permission of the City.

5. No washing of construction or other industrial vehicles shall be allowed on a construction site or property adjacent to a construction site.

6. Drainage controls shall be utilized as needed, depending on the extent of the proposed grading and topography of the site, including but not limited to the following: detention ponds, sediment ponds, infiltration pits, dikes, filter berms, ditches, down drains, chutes, or flumes.

Notification to the Project Manager shall be required within twenty-four (24) hours following the failure of authorized measures to prevent erosion or sediment from leaving the construction site, the deposit of debris or material on adjoining property or public rights-of-ways, or the interference with any existing watercourses or drainage facilities.

10-4.07 Compliance

Compliance with the provisions in this Chapter does not relieve the Contractor of the responsibility for compliance with other Contract provisions.

The Contractor shall perform routine inspection and maintenance of BMP's. Inspections shall be done prior to, during, and after each rain event. The Contractor is solely responsible for preparing and maintaining inspection and monitoring records; and for including those records in the SWPPP or, in the case of Erosion and Sediment Control Plans, the site or project Maintenance Log, copies of which shall be available to the City for review upon request.

The Contractor shall immediately correct or replace any ineffective BMP. If the measures taken by the Contractor are inadequate to effectively control water pollution, the City may direct the Contractor to revise the operations and water pollution control program. The City may restrict work from being performed until the water pollution control measures are adequate and, if required, a revised water pollution control program is in place. Continued noncompliance may result in the City suspending the Work in accordance with Section 5-21, above. The City reserves the right to take corrective action and withhold City costs for corrective action from progress payments or final payment in accordance with Section 8-8, above.

Any fines, including third-party claims, levied against the City as a result of Contractor's non-compliance are the Contractor's sole responsibility and will be withheld from progress payments or final payment in accordance with Section 8-8, of the General Provisions.

10-4.08 Payment

Except as otherwise provided in the Special Provisions, full compensation for compliance with all applicable erosion and sediment control and storm water pollution and prevention requirements will be included in the prices paid for the various Contract items of work and no

additional compensation will be allowed.

10-5 CONTROL OF WATER IN THE WORK

When groundwater or surface run-off water is encountered, the Contractor shall furnish, install, maintain, and operate all necessary machinery, appliances, and equipment to keep excavations and wet areas reasonably free from water. De-watering operations shall remain in effect until the Work has been completed, inspected, and approved, and all danger of flotation and other damage is eliminated. Water pumped from waterways, trenches, excavations, or low spots shall be disposed as specified in the Special Provisions or as directed by the City.

The Contractor is not allowed to dispose of any water that contains sediment or other contaminants. The Contractor is responsible for providing filtration, settlement, or disposal facilities as required to comply with the requirements of Section 10-4, above.

10-6 NOISE CONTROL

The Contractor shall comply with all local noise control and noise level rules, regulations, and ordinances that apply to the Work. The Special Provisions may contain specific or additional requirements. Internal combustion engines used for any purpose on the Work must be equipped with a muffler recommended by the manufacturer.

10-7 CONTAMINATED AND HAZARDOUS MATERIALS OR ENVIRONMENTS

10-7.01 Contaminated or Hazardous Materials

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes that apply to the handling, storage, and disposal of contaminated and hazardous materials. All work involving material containing asbestos must be performed in accordance with California Labor Code, Sections 6501.5 through 6510 and California Code of Regulations, Title 8, Section 5208 and any other pertinent regulations.

10-7.02 Hazardous Environments

Existing sewers and appurtenances exposed to sewage and industrial wastes are considered contaminated with disease-causing organisms. The Contractor shall advise all personnel (including Subcontractor personnel) in contact with contaminated facilities, debris, wastewater, or similar items of the necessary precautions to avoid disease. It is the Contractor's responsibility to urge all personnel to observe a strict regimen of proper hygienic precautions, including any inoculations recommended by the local public health officer.

10-8 USE OF EXPLOSIVES

The Contractor shall not use explosives on the Work unless the City grants permission in writing or the use of explosives is specified in the Contract Documents, and then only under such conditions as the City prescribes.

10-9 SANITARY REGULATIONS

The Contractor shall comply with all Federal, State and local rules, regulations, ordinances, and statutes with respect to sanitation. The Contractor shall obey and enforce such sanitary requirements, and shall take precautions against contagious or infectious diseases. Sanitary conveniences for the use of the workers shall be constructed or installed and maintained by the Contractor. The Contractor shall strictly enforce use of such facilities.

10-10 CONFINED SPACES

10-10.01 Contractor Responsibilities and Qualifications

When working in a confined space, the Contractor shall comply with all confined space requirements of Title 8, General Industry Safety Orders (Cal-OSHA), Article 108, Sections 5156 through 5159.

Prior to any confined space entry, the Contractor shall submit for City review a copy of the entry permit and associated documentation. The Contractor's submittal shall be made thirty (30) days prior to any confined space entry in accordance with Section 5-8, above. The Contractor will not be allowed to make a permit-required confined space entry until the City has reviewed the Contractor's qualifications and proposed methods.

The Contractor shall conform to the procedures established by the Contractor's submittal during all confined space operations. Contractor shall provide all monitoring and safety equipment necessary to perform pre-entry checks of confined spaces. The Contractor shall also provide all monitoring, safety, and communications equipment required for confined space operations.

10-10.02 City Responsibilities for Permit Confined Spaces

The Contractor shall be provided with information regarding known hazards and known or potential permit spaces. After the City has reviewed the Contractor's submittal to perform permit-required confined space entry work, the Contractor will be provided with the following:

- Notification of the location, physical characteristics, known hazards, etc. regarding the permit-required confined space the Contractor anticipates entering.
- Information regarding safety items (e.g. nearby emergency equipment), precautions, procedures, safeguards, etc. installed or implemented and that may be available to the Contractor's employees in or near the permit-required confined space.

The City's failure to identify a confined space does not relieve the Contractor of the responsibility for compliance with the requirements of Article 108 (Cal-OSHA) and this Chapter.

10-10.03 Existing Sewers and Storm Drains

Because of the potential danger of solvents, gasoline, and other hazardous material in existing sewers and storm drain pipes, these areas shall be treated as permit-required confined spaces unless it has been proven, through appropriate testing, that no hazards exist or are expected to develop.

10-10.04 Joint City – Contractor Entries

Unless otherwise directed in writing by the City, when City employees work alongside the Contractor in a permit-required confined space, the permit procedures for both the City and the Contractor shall be used. The Entry Supervisor shall coordinate the requirements of both permit procedures prior to entry.

10-11 CLEANING UP

The Contractor shall keep the site in a neat and presentable condition. The Contractor shall dispose of surplus materials, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the Work. When material is disposed of outside of an easement, street, or highway right-of-way, or other City-owned properties, the Contractor shall do so in accordance with the Contract Documents.

10-12 ARCHEOLOGICAL AND CULTURAL RESOURCES

If archeological or cultural resources are discovered during the Work, the Contractor shall cease all construction operations in the vicinity of the discovery until a qualified archeologist can assess the value of these resources and make recommendations to the State Historic Preservation Officer. Archeological and cultural resources include artifacts, large amounts of bone, shell, or flaked stone, and other evidence of human activity. If the State Historic Preservation Officer or the City directs that work be temporarily ceased at the location of an archeological or cultural find, the Contractor shall temporarily suspend work at the location.

If the City or the State Historic Preservation Officer temporarily suspends a portion of the Work for cultural purposes, any associated delays are considered excusable in accordance with Section 7-12.02, “Excusable Delays”, above.

10-13 PROTECTION OF EXISTING TREES

Special attention shall be given to protection of certain native and ornamental trees or shrubs, landmark trees, and all native oak trees. Additional requirements for specific trees may be shown on the Plans, or designated in the Special Provisions or by the City. No native oak trees shall be removed or disturbed unless specifically designated for removal on the Plans or by the City. Every reasonable effort shall be made to avoid creating conditions adverse to the tree’s health. The natural ground three (3) fee outside of the drip line of protected trees shall remain as undisturbed as possible. All protected trees within the Work area that require pruning for construction clearance shall be pruned prior to commencement of construction. Native oak trees that require pruning of branches larger than two inches (2”) in diameter shall be pruned by a Certified Arborist.

CHAPTER 11 – PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS

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CHAPTER 11 PRECONSTRUCTION PHOTOGRAPHS AND RECORD DRAWINGS

11-1 GENERAL

Preconstruction photographs will only be required when specified in the Special Provisions. Record Drawings are required on all City Work, unless directed otherwise in writing by the City.

11-2 PRECONSTRUCTION PHOTOGRAPHS

Preconstruction digital photographs shall be taken by the Contractor at one-hundred foot (100') intervals along the route of the Work before any construction begins. The view in each photograph shall show the date; and include name of the Project, lateral or street, and applicable station designation in the form of a sign or legend in the record book. The views in preconstruction photographs shall include the entire construction zone and, in particular, show the interface between the right-of-way and construction zone, and abutting property features such as, but not limited to, condition of existing streets, sidewalks, driveways, fences, landscaping, buildings abutting work site, and existing surface utility facilities on and close to the Work. All essential features of the project area shall be shown accurately. The City may order additional photographs showing additional features or orientations, if the City determines that all essential features are not accurately or adequately shown.

11-3 RECORD DRAWINGS

The Contractor shall maintain a neat and accurately marked set of Record Drawings (as-builts), which shall be provided to the City for review and approval prior to final acceptance of the Work. The Record Drawings shall represent the Work as constructed and document changes to the Work shown on the Project Plans, and shall show the actual as-constructed conditions of installed or modified systems, equipment, and material.

Record Drawings shall be produced by marking a full size copy of the Project Plans as follows:
Red - Additions including notes and dimensions.
Green - Deletions (by hash marks or appropriate lines through the deletion.)
Graphite (gray) - General comments and notes used by Contractor or City and not required on the as-built.
Yellow – Work completed as shown and used by the City in field review of the as-built, during the submittal phase.
Blue – City verification and notes required to be added and noted by the City in review of the as-built, during submittal phase.

The Record Drawings shall show, by field measured dimensions, the exact locations of all underground work, including all sprinkler system piping and components, and the final elevations and locations of all improvements constructed, modified or adjusted. Record Drawings shall be available for inspection by the City at all times and shall be updated at least weekly with all changes pertinent to Field Directives, other written directives, RFI responses, and Change Orders shown thereon. Progress payments or portions thereof may be withheld if Record Drawings are not kept up to date.

Unless otherwise specified in the Special Provisions, the Contractor shall submit two (2) sets of Record Drawings to the City at the final inspection for review. Upon approval, the Contractor shall submit one paper set and electronic versions (AutoCAD, PDF, or TIF) on CD or flash drive. These Record Drawings shall include certification by the Contractor that the Record Drawings are a true representation of the Work as actually constructed. The Work will not be formally accepted until the Record Drawings are provided to and approved by the City. Final payment or a portion thereof may be withheld if final Record Drawings are not provided.

11-4 MEASUREMENT AND PAYMENT

When the Contract includes a separate item for preconstruction photographs, preconstruction photographs will be paid for at a lump sum price. The lump sum price paid for preconstruction photographs includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in taking and submitting preconstruction photographs, or optional video tape, as specified in these Specifications and the Special Provisions, and as directed by the City. When the Contract does not include a payment item for preconstruction photographs, full compensation for preconstruction photographs is included in the prices paid for the various items of work and no separate payment will be made.

Full compensation for Record Drawings is included in the prices paid for the various items of work and no separate payment will be made.

ROCKLIN
CALIFORNIA

CITY OF ROCKLIN BID SUMMARY

PROJECT: Plants, Trees, and Bark Services	
DATE: November 21, 2024	TIME: 1:00pm

Name/Address/Phone of Bidder	Bid Amount	Alt. Bid Amt	Addendum(S) Acknowledged	Bid Bond / Cashier Check
1. The Landscape and Tree company	$462,722.30	$	2	✓
2. Elite Maintenance & Tree Service	$310,215.00	$	2	✓
3. Pride Industries	$241,286.00	$	2	✓
4.	$	$		
5.	$	$		
6.	$	$		
7.	$	$		
8.	$	$		
9.	$	$		
10.	$	$		

Diane Ahn
Diane Ahn, Finance

11/21/24
Date

Avinta Singh
Avinta Singh, City Clerk

11/21/24
Date

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: 2024 Micro-Pave Resurfacing Project - Notice of Completion

Date: January 14, 2025

Submitted By: Rick Lawrence, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as the 2024 Micro-Pave Resurfacing Project, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (American Pavement Systems, Inc.).

Background:
On November 14, 2023, the City Council awarded the 2024 Micro-Pave Resurfacing Project (Resolution No. 2023-184) to American Pavement Systems, Inc., in the amount of $492,546.28 plus a 15% contingency ($73,881.94), for a total project not-to-exceed amount of $566,428.22. This project consists of installing a Type II micro-pave surface treatment on various streets off Springview Drive between Sunset Boulevard and Hearthstone Circle, the Wyckford/Kali area, and the Camelot/Sceptre area (see Attachment 2 for location maps).

The project was completed on September 17, 2024. Two (2) change orders were issued for a total change order amount of $73,498.28, increasing the project cost to $566,044.56. As part of the project, work was done for Placer County Water Agency (PCWA), which will reimburse the City in the amount of $65,151.28. This brings the total construction cost to:

Original Cost	$492,546.28
Change Orders 1,2	$ 73,498.28
SUB TOTAL	$566,044.56
Utility Reimbursement	-$ 65,151.28
PROJECT TOTAL	$500,893.28

Staff recommends the City Council accept the public work known as the 2024 Micro-Pave Resurfacing, accept the Notice of Completion, and authorize and direct the execution and recordation of the Notice of Completion on behalf of the City.

Fiscal Impact:
There is no direct fiscal impact associated with approving the Notice of Completion. The project was part of the Pavement Management Program (50007) and was funded through the SB 325 Sales Tax Fund (210) and the Other Reimbursable Fund (275).

ATTACHMENTS:
1. Resolution
2. Project Location Maps

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ACCEPTING THE PUBLIC WORK KNOWN AS THE 2024 MICRO-PAVE RESURFACING PROJECT, APPROVING THE NOTICE OF COMPLETION THEREOF, AND AUTHORIZING AND DIRECTING THE EXECUTION AND RECORDATION OF SAID NOTICE ON BEHALF OF THE CITY (AMERICAN PAVEMENT SYSTEMS, INC.)

WHEREAS, on November 14, 2023, the City Council of the City of Rocklin adopted Resolution No. 2023-184 awarding the contract for 2024 Micro-Pave Resurfacing Project to American Pavement Systems, Inc. in the amount of $492,546.28; and

WHEREAS, this project consisted of installing a type II micro-pave surface treatment on various streets off of Springview Drive between Sunset Blvd. and Hearthstone Circle, the Wyckford/Kali area, and the Camelot/Sceptre area; and

WHEREAS, Rocklin Municipal Code section 3.04.050 authorizes a contingency amount of fifteen (15) percent of the contract, 2024 Micro-Pave Resurfacing Project at $73,881.94, which was approved by the City Council of the City of Rocklin for a total authorized project cost of $566,428.22; and

WHEREAS, two (2) change orders were issued, increasing the cost by $73,498.28 bringing the project amount to $566,044.56; and

WHEREAS, Placer County Water Agency (PCWA) is reimbursing the City a total of $65,151.28 for additional work done on their behalf bringing the City's total cost to $500,893.28; and

WHEREAS, the project was completed on September 17, 2024, and funded using SB325 Sales Tax Funds (210) and PCWA reimbursements (Fund 275).

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

Section 1 The attached Notice of Completion relative to the public work known as 2024 Micro-Pave Resurfacing Project (American Pavement Systems, Inc.), is hereby approved and the public work accepted.

Section 2. The Public Works Director is authorized and directed to execute said Notice on behalf of the City of Rocklin.

Section 3. The City Clerk is authorized and directed to record said Notice in the Office of the Placer County Recorder when fully executed and notarized and within ten (10) days of Council approval.

PASSED AND ADOPTED this 14th day of January, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Recording Requested by and Return to:

No Fee Per Gov't Code §27383

City Clerk
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as 2024 Micro-Pave Resurfacing Project is complete. The location of said project is on various streets off of Springview Drive between Sunset Blvd. and Hearthstone Circle, the Wyckford/Kali area, and the Camelot/Sceptre area in Rocklin, CA. The owner of said project is the City of Rocklin. The date of completion was September 17, 2024. The contractor on the project was American Pavement Systems, Inc., and the surety on said project was Travelers Casualty and Surety Company of America.

I, Justin Nartker, being first duly sworn, depose and say: I am the Public Works Director of the City of Rocklin, a general law city in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Rocklin. I have read the Notice of Completion, and know its contents and the facts stated therein are true.

City of Rocklin

ATTEST:

_____
Justin Nartker, Public Works Director - City of Rocklin – 3970 Rocklin Road- Owner of the Public Work Improvement

_____
Avinta Singh, City Clerk

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:_____ Signature: _____
Justin Nartker, Public Works Director
Rocklin, California

Exhibit A

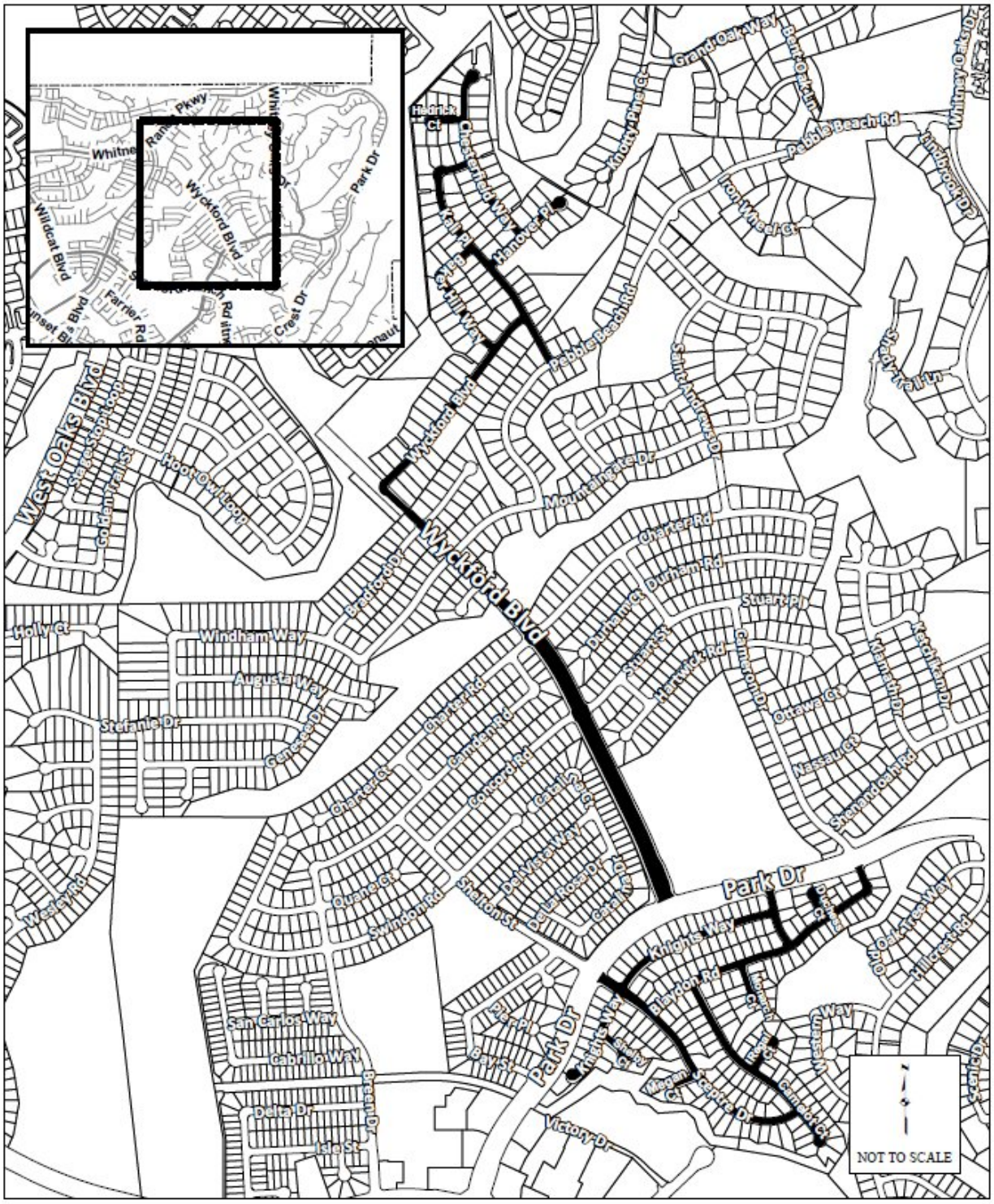

Wyckford Blvd
West Oaks Blvd
Park Dr
Pebble Beach Rd
Grant Oak Way
Whitney Oak Dr
Rocky Forest Ct
Iron Wood Ct
Linbrook Dr
Hanover Pl
Fairfield Way
Crestwood Dr
Mountainside Dr
Charter Rd
Durham Rd
Stuart Pl
Stuart St
Harvard Rd
Cameron Dr
Ottawa Ct
Nassau Ct
Kenilworth Dr
Stanford Rd
Windham Way
Augusta Way
Holly Ct
Stefanie Dr
Garrison Dr
Oxford Rd
Cambridge Rd
Dartmouth Rd
Princeton Rd
Yale Rd
Harvard Rd
Brandon Rd
Knights Way
Sharon St
Swingdon Rd
Quince Ct
Wesley Rd
San Carlos Way
Cabrillo Way
Delta Dr
Idle St
Bryson Dr
Victory Dr
Virginia Ct
Sierra Dr
Cumberland Ct
Oak Tree Way
Hillcrest Rd
Western Way
Bridle Dr
Wildcat Blvd
Farrier Rd
Crest Dr
Park Dr
Whitney Pkwy
NOT TO SCALE

Exhibit A

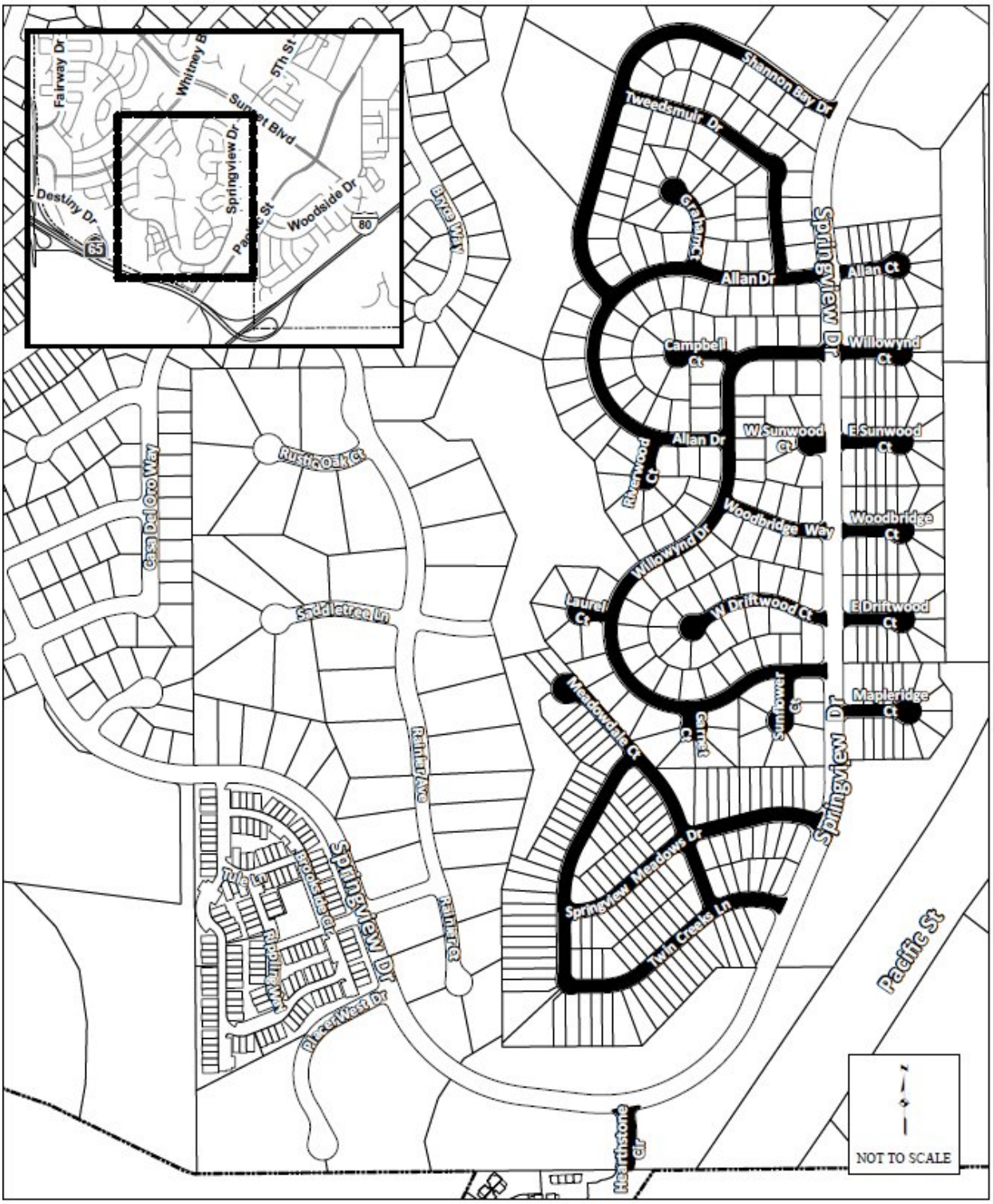

Fairway Dr
Whitney Blvd
5Th St
Sunset Blvd
Springview Dr
Destiny Dr
Pacific St
Woodside Dr
65
80
Bayway
Shannon Bay Dr
Tweedsmuir Dr
Granby Ct
Allan Dr
Springview Dr
Allan Ct
Campbell Ct
Willowynd Ct
Allan Dr
W Sunwood Ct
E Sunwood Ct
Riverwood Ct
Woodbridge Way
Woodbridge Ct
Willowynd Dr
Laurel Ct
W Driftwood Ct
E Driftwood Ct
Meadowdale Ct
Carmel Ct
Springview Dr
Mapleridge Ct
Springview Meadows Dr
Twin Creeks Ln
Pacific St
Rustic Oak Ct
Applewood Estate
Saddletree Ln
Rainbow Dr
Springview Dr
Rainbow Ct
Rainbow Dr
Rainbow Ct
Rainbow Dr
Sunset West Dr
Meadowbrook Dr
NOT TO SCALE

Exhibit A

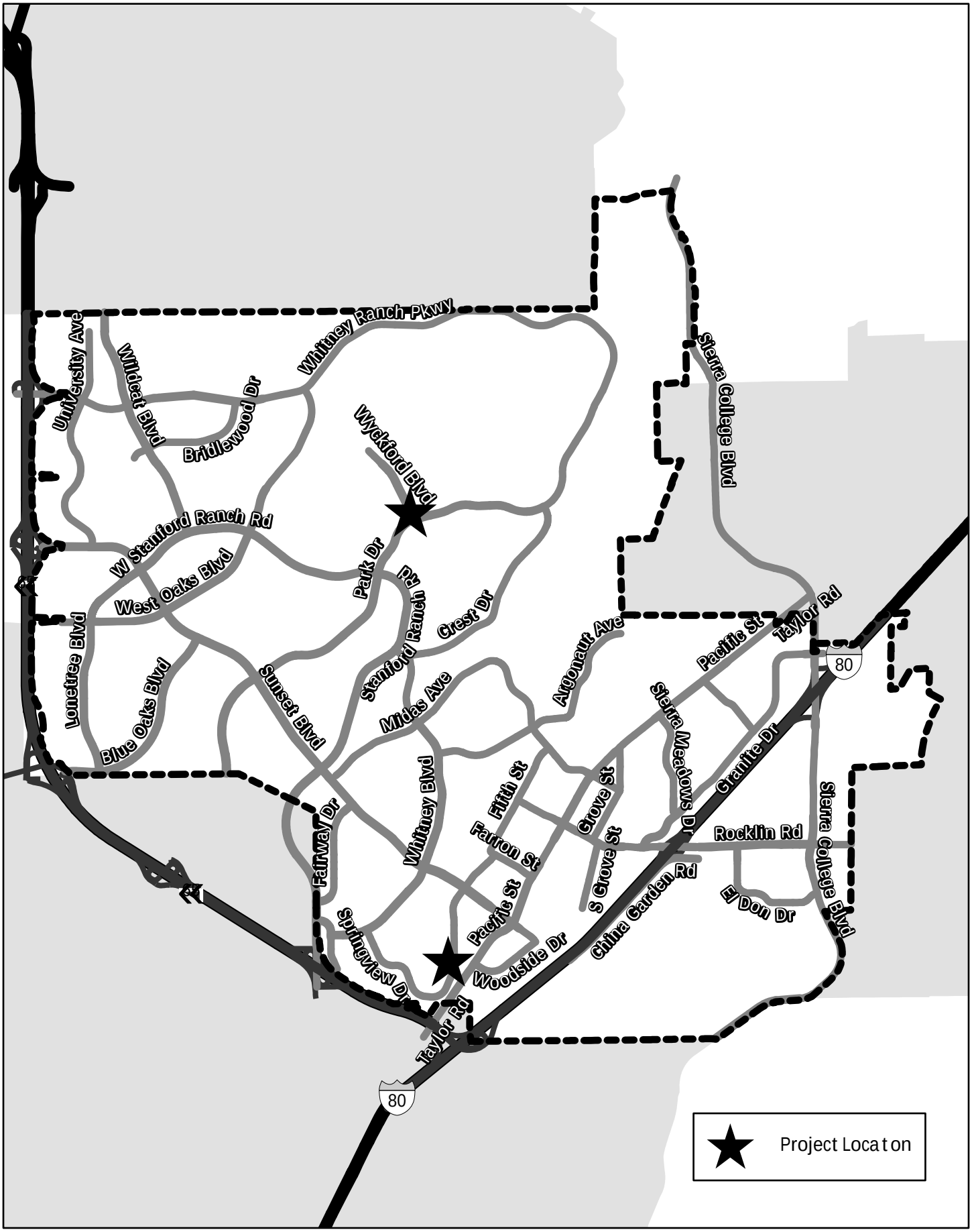

Whitney Ranch Pkwy
University Ave
Wildcat Blvd
Bridlewood Dr
Wyckford Blvd
Sierra College Blvd
W Stanford Ranch Rd
West Oaks Blvd
Park Dr
Stanford Ranch Rd
Crest Dr
Taylor Rd
Pacific St
Argonaut Ave
Lonetree Blvd
Blue Oaks Blvd
Sunset Blvd
Midas Ave
Sierra Meadows Dr
Granite Dr
80
Whitney Blvd
Fifth St
Grove St
Fairway Dr
Farron St
Rocklin Rd
S Grove St
China Garden Rd
EJ Don Dr
Springview Dr
Woodside Dr
Project Location

Exhibit A

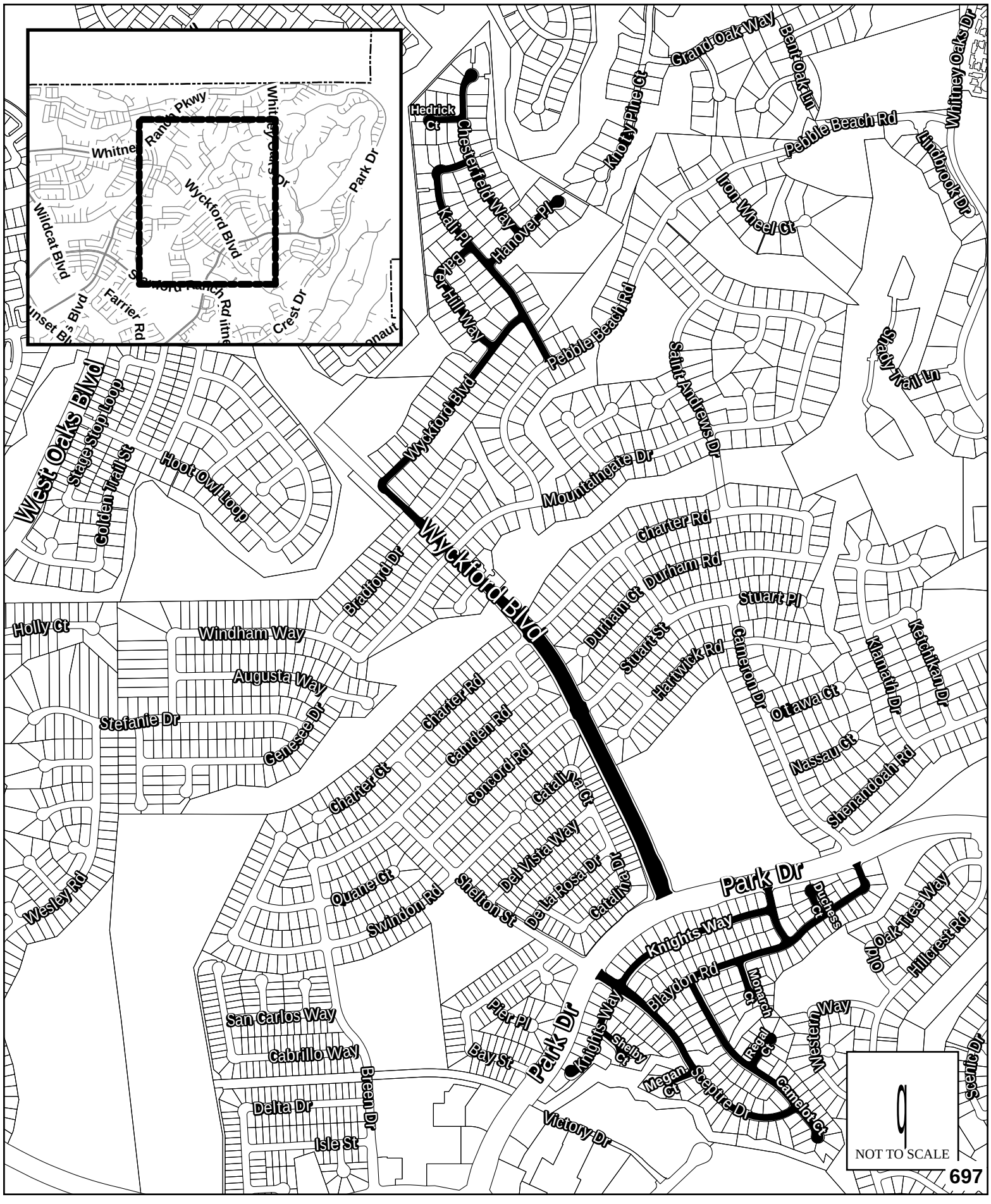
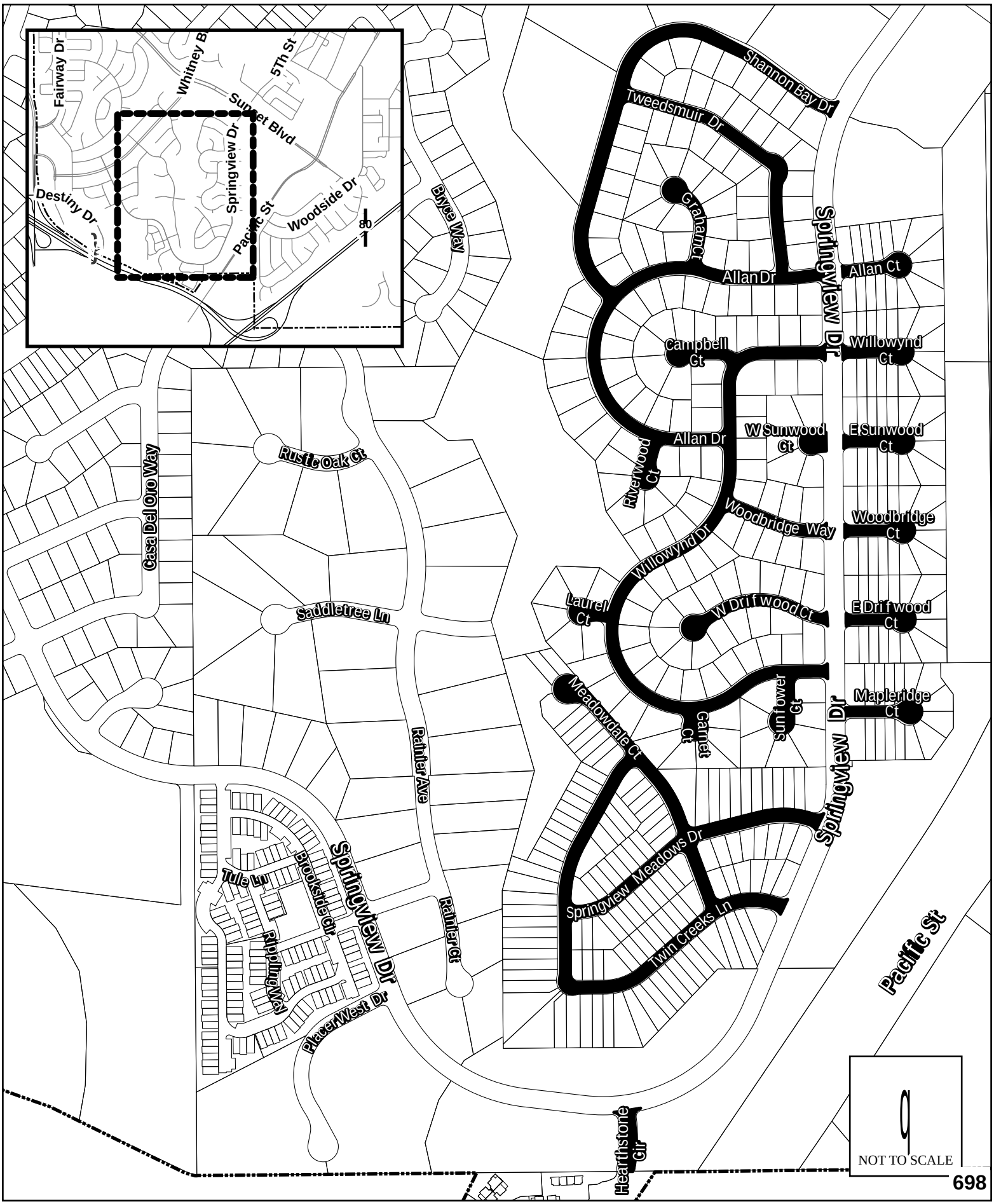

Wyckford Blvd
West Oaks Blvd
Park Dr
Pebble Beach Rd
Mountaingate Dr
Charter Rd
Durham Rd
Stuart Pl
Stuart St
Durham Ct
Hartwick Rd
Cameron Dr
Ottawa Ct
Nassau Ct
Shenandoah Rd
Klamath Dr
Ketchikan Dr
Bradford Dr
Windham Way
Augusta Way
Stefanie Dr
Genesee Dr
Holly Ct
Wesley Rd
Charter Ct
Camden Rd
Concord Rd
Catalina Dr
Del Vista Way
De La Rosa Dr
Catalina Ct
Ouane Ct
Swindon Rd
Shelton St
Knights Way
Duchess Ct
Blaydon Rd
Monarch Ct
Regal Ct
Western Way
Oak Tree Way
Hillcrest Rd
Knights Way
Shelby Ct
Megan Ct
Sceptre Dr
Camelot Ct
Scenic Dr
Victory Dr
Pier Pl
Bay St
San Carlos Way
Cabrillo Way
Bean Dr
Delta Dr
Isle St
Hedrick Ct
Chesterfield Way
Hanover Pl
Kalil Pl
Park Hill Way
Knotty Pine Ct
Grand Oak Way
Bent Oak Ln
Whitney Oaks Dr
Lindbrook Dr
Iron Wheel Ct
Saint Andrews Dr
Shady Trail Ln
Stage Stop Loop
Golden Trail St
Hoot Owl Loop
Wildcat Blvd
Farrier Rd
Crest Dr
Park Dr
Wyckford Blvd
Rancho Pkwy
Whitney Oaks Dr
NOT TO SCALE

Exhibit A


Fairway Dr
Whitney Blvd
5Th St
Sunset Blvd
Springview Dr
Destiny Dr
Pacific St
Woodside Dr
Bryce Way
Shannon Bay Dr
Tweedsmuir Dr
Graham Ct
Springview Dr
Allan Dr
Allan Ct
Campbell Ct
Willowynd Ct
W Sunwood Ct
E Sunwood Ct
Allan Dr
Riverwood Ct
Woodbridge Way
Woodbridge Ct
Willowynd Dr
Laurel Ct
W Driftwood Ct
E Driftwood Ct
Meadowdale Ct
Garnet Ct
Sunflower Ct
Mapleridge Ct
Springview Dr
Springview Meadows Dr
Twin Creeks Ln
Pacific St
Hearthstone Cir
Rustic Oak Ct
Casa Del Oro Way
Saddletree Ln
Rainier Ave
Springview Dr
Brookside Cir
Tule Ln
Rippling Way
Rainier Ct
Placer West Dr
NOT TO SCALE

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Vollmar Natural Lands Consulting, Inc. Contract - Amendment No. 3

Date: January 14, 2025

Submitted By: Rick Lawrence, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:
Adopt a Resolution of the City Council of the City of Rocklin Approving Amendment No. 3 to the Contract for Services with Vollmar Natural Lands Consulting, Inc. and Authorizing the City Manager to Execute Amendment No. 3.

Background:
On February 14, 2023, the City Council awarded a contract to Vollmar Natural Lands Consulting, Inc., to provide open space monitoring services (Resolution No. 2023-21). The contract was for an initial period of ten (10) months, with the City's option to renew this contract for two (2) additional one (1) year periods, in the amount of $95,858 (year one cost).

Amendment No. 1 was issued under the City Manager's authority, to extend the Contract for Services from January 1, 2024, to January 1 2025; however, the contract amount was not updated with the additional cost for year two (2). The contract cost for year two (2) is a not to exceed amount of $107,600. Amendment No. 2 approved by the City Council on June 11, 2024, to increase the contract amount from $95,858 to $203,458 to cover the additional cost for the second year (Resolution No. 2024-139).

Amendment No. 3 is recommended to extend the Contract for Services to January 1, 2026, and increase the amount by $141,555 for a total contract amount not to exceed $345,082.

Fiscal Impact:
There is no additional fiscal impact to the City, as the cost associated with Amendment No. 3 is included in the Fiscal Year (FY) 2024/25 Operating Budget under the Community Facilities District (CFD) No. 5 Fund (232) and CFD No. 6 Fund (233). Funding for FY 2025/26 will be incorporated into the FY 2025/26 Operating Budget.

ATTACHMENTS:
1. Resolution and Amendment No. 3
2. Original Contract and Amendments No. 1 and No. 2

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AMENDMENT NO. 3 TO THE CONTRACT FOR SERVICES WITH VOLLMAR NATURAL LANDS CONSULTING, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 3

WHEREAS, on February 14, 2023, the City of Rocklin entered into a Contract for Services with Vollmar Natural Lands Consulting, Inc. (Resolution No. 2023-21) to provide environmental studies, monitoring, and consulting services for the City's open space areas; and

WHEREAS, the Contract for Services was for an initial ten (10) month period with the option to be renewed on a year to year basis for two (2) additional one (1) year periods at the City's option; and

WHEREAS, Amendment No. 1 was issued, extending the Contract for Services for one (1) additional year from January 1, 2024, to January 1, 2025, and Amendment No. 2 was issued increase the not to exceed amount of the contract from $95,858 to $203,458; and

WHEREAS, this Amendment No. 3 will extend the term for one (1) additional year from January 1, 2025, to January 1, 2026, and include the year three (3) cost of $141,555, to the contract for a total not to exceed $345,082.

WHEREAS, the contract amount will be funded by both the Community Facilities District 5 (232) and Community Facilities District 6 (233) Funds as part of the Fiscal Year (FY) 2024/25 Operating Budget and will be included in the FY 2025/26 Operating Budget.

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

Section 1. The City Council of the City of Rocklin hereby approves Amendment No. 3 to the Contract for Services with Vollmar Natural Lands Consulting, Inc., and authorizes the City Manager to execute Amendment No. 3 in substantially the form attached hereto as Exhibit "A."

PASSED AND ADOPTED this 14th day of January, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

AMENDMENT NO. 3
TO CONTRACT FOR SERVICES BETWEEN
THE CITY OF ROCKLIN AND VOLLMAR NATURAL LANDS CONSULTING, INC.

This AMENDMENT is entered into on _____, by and between the City of Rocklin, a municipal corporation ("City") and Vollmar Natural Lands Consulting, Inc. ("Contractor"), who agree as follows:

RECITALS

WHEREAS, Vollmar Natural Lands Consulting, Inc., and the City of Rocklin entered into a Contract for Services on February 14, 2023, to provide environmental studies, monitoring, and consulting services for the City's open space areas (hereafter "Agreement"); and

WHEREAS, the initial Agreement was for a ten (10) month period with the option to be renewed on a year-to-year basis for two (2) additional one (1) year periods at the City's option; and

WHEREAS, Amendment No. 1 extended the Agreement for year 2 from January 1, 2024, to January 1, 2025; and

WHEREAS, Amendment No. 2 increased the not to exceed amount of the contract from $95,858 to $203,458 for year; and

WHEREAS, the City and Contractor agree to amend the Agreement to extend the term for one (1) additional year from January 1, 2025, to January 1, 2026, and include the year three (3) cost of $141,555 to the contract for a total not to exceed $345,082.

AGREEMENT

NOW, therefore, the City and Contractor hereby agree to amend the Contract for Services as follows:

1. Section "2" entitled "Compensation" is amended to increase the not to exceed amount of the Contract from $203,458 to $345,082.

2. Section 4 of the Agreement entitled "Term of Contract" subsection "A" is amended to extend the term for one (1) year until January 1, 2026.

3. Exhibit C is amended to include the fees for the additional services, as set forth in Exhibit C, attached hereto, and incorporated herein.

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

Executed as of the date first written above.

"CITY"

By: _____
Aly Zimmermann, City Manager

"CONTRACTOR"

By: _____
John Vollmar, President/ Sr. Ecologist

APPROVED AS TO FORM:

By: _____
Matthew McOmber, City Attorney

ATTEST:
By: _____
Avinta Singh, City Clerk

EXHIBIT C

Schedule of Fees

The total compensation for the Scope of Services identified in Exhibit A shall not exceed $345,082. The cost breakdown has been included below.

Fee Schedule for March 1, 2023 to December 31, 2023

2023 Budget	Labor (Hours)						Labor (Cost)						Other Direct Costs			
	Principal in Charge	Project Manager	GIS Specialist	Senior Field Biologists	Staff Field Biologists	TOTAL LABOR HOURS	Principal in Charge	Project Manager	GIS Specialist	Senior Field Biologists	Staff Field Biologists	TOTAL LABOR COST	Vehicle Mileage (mi.)	GPS Use (day)	TOTAL ODCs	TOTAL PROJECT COST
RATE							$146	$126	$126	$111	$96		$ 0.625	$ 100.00		
TASK 1. REVIEW AND FIELD PREPARATION	4	16	24	0	0	44	$584	$2,016	$3,024	$0	$0	$5,624	$0	$0	0	$5,624
TASK 2. PRESERVE FIELD SURVEYS																
Subtask 2a. Wetland General Conditions	0	4	0	32	32	68	$0	$504	$0	$3,552	$3,072	$7,128	$450	$800	$1,250	$8,378
Subtask 2b. VP Grassland General Conditions	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
Subtask 2c. Oak WoodlandGeneral Conditions	0	0	0	4	4	8	$0	$0	$0	$444	$384	$828	$56	$100	$156	$984
Subtask 2d. Wetland Invasive Plants	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
Subtask 2e. VP Grassland Invasive Plants	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
Subtask 2f. Oak Woodland Invasive Plants	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
Subtask 2g. VP Hydrology	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$225	$400	$625	$3,523
Subtask 2h. VP Floristics	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$225	$400	$625	$3,523
Subtask 2i. VP Invertebrates	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$169	$300	$469	$3,367
Subtask 2j. VP Grassland Vegetation	0	0	0	28	28	56	$0	$0	$0	$3,108	$2,688	$5,796	$394	$700	$1,094	$6,890
Subtask 2k. Oak Understory Vegetation	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$169	$300	$469	$3,367
Subtask 2l. VP Grassland Thatch	0	0	0	15	15	30	$0	$0	$0	$1,665	$1,440	$3,105	$225	$400	$625	$3,730
Subtask 2m. Oak Understory Thatch	0	0	0	10	10	20	$0	$0	$0	$1,110	$960	$2,070	$113	$200	$313	$2,383
Subtask 2n. Known Special-Status Plants	0	0	0	4	4	8	$0	$0	$0	$444	$384	$828	$56	$100	$156	$984
Subtask 2o. General Birds	0	0	0	8	8	16	$0	$0	$0	$888	$768	$1,656	$113	$200	$313	$1,969
Subtask 2p. Oak Tree Census	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 2q. VELB	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 2r. Swainson's Hawk	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 2s. Burrowing Owl	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 2t. Reptiles and Amphibians	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 2u. Wetland Delineation	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 2v. Unknown Special-Status Plants	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TASK 3. HABITAT MAPPING																
Subtask 3a. Special Status Species	0	0	16	0	0	16	$0	$0	$2,016	$0	$0	$2016	$0	$0	$0	$2,016
Subtask 3b. Habitat Conditions	0	0	40	0	0	40	$0	$0	$5,040	$0	$0	$5,040	$0	$0	$0	$5,040
Subtask 3c. Wetland Delineation	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 3d. Creek Conditions	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 3e. Vegetation Community	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 3f. Oaks	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TASK 4. RECOMMENDATIONS	6	12	8	3	3	32	$876	$1,512	$1,008	$333	$288	$4,017	$0	$0	$0	$4,017
TASK 5. DATA ANALYSIS AND REPORT PREPARATION																
Subtask 5a. Data Analysis	0	4	24	0	40	68	$0	$504	$3,024	$0	$3,840	$7,368	$0	$0	$0	$7,368
Subtask 5b. Draft and Final Reports	2	24	32	0	100	158	$292	$3,024	$4,032	$0	$9,600	$16,948	$0	$0	$0	$16,948
Subtask 5c. Wetland Delineation Report	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL	12	60	144	224	380	804	1752	7560	18144	$24,864	$34,944	$87,264	$3,094	$5,500	$8,594	$95,858

2024 Budget																							
	Labor (Hours)								Labor (Cost)								Other Direct Costs						
	Principal In Charge	Project Manager	GIS Specialist	Senior Field Biologists	Staff Field Biologists	TOTAL LABOR HOURS	Principal In Charge	Project Manager	GIS Specialist	Senior Field Biologists	Staff Field Biologists	TOTAL LABOR COST	Vehicle Mileage (mi.)	GPS Use (day)	TOTAL ODCs	TOTAL PROJECT COST
RATE							$148	$126	$126	$111	$96		$ 0.625	$ 100.00		
TASK 1. REVIEW AND FIELD PREPARATION	4	16	8	0	0	28	$584	$2,016	$1,008	$0	$0	**$3,608**	$0	$0	0	**$3,608**
TASK 2. PRESERVE FIELD SURVEYS																
Subtask 2a. Wetland General Conditions	0	4	0	32	32	**68**	$0	$504	$0	$3,552	$3,072	**$7,128**	$450	$800	$1,250	$8,378
Subtask 2b. VP Grassland General Conditions	0	0	0	16	16	**32**	$0	$0	$0	$1,776	$1,536	**$3,312**	$225	$400	$625	**$3,937**
Subtask 2c. Oak Woodland General Conditions	0	0	0	4	4	**8**	$0	$0	$0	$444	$384	**$828**	$56	$100	$156	**$984**
Subtask 2d. Wetland Invasive Plants	0	0	0	16	16	**32**	$0	$0	$0	$1,776	$1,536	**$3,312**	$225	$400	$625	$3,937
Subtask 2e. VP Grassland Invasive Plants	0	0	0	16	16	**32**	$0	$0	$0	$1,776	$1,536	**$3,312**	$225	$400	$625	$3,937
Subtask 2f. Oak Woodland Invasive Plants	0	0	0	16	16	**32**	$0	$0	$0	$1,776	$1,536	**$3,312**	$225	$400	$625	**$3,937**
Subtask 2g. VP Hydrology	0	0	0	14	14	**28**	$0	$0	$0	$1,554	$1,344	**$2,898**	$225	$400	$625	$3,523
Subtask 2h. VP Floristics	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	**$2,898**	$225	$400	$625	$3,523
Subtask 2i. VP Invertebrates	0	0	0	14	14	**28**	$0	$0	$0	$1,554	$1,344	**$2,898**	$169	$300	$469	$3,367
Subtask 2j. VP Grassland Vegetation	0	0	0	28	28	**56**	$0	$0	$0	$3,108	$2,688	**$5,796**	$394	$700	$1,094	$6,890
Subtask 2k. Oak Understory Vegetation	0	0	0	14	14	**28**	$0	$0	$0	$1,554	$1,344	**$2,898**	$169	$300	$469	$3,367
Subtask 2l. VP Grassland Thatch	0	0	0	15	15	**30**	$0	$0	$0	$1,665	$1,440	**$3,105**	$225	$400	$625	$3,730
Subtask 2m. Oak Understory Thatch	0	0	0	10	10	**20**	$0	$0	$0	$1,110	$960	**$2,070**	$113	$200	$313	$2,383
Subtask 2n. Known Special-Status Plants	0	0	0	4	4	**8**	$0	$0	$0	$444	$384	**$828**	$56	$100	$156	$984
Subtask 2o. General Birds	0	0	0	8	8	**16**	$0	$0	$0	$888	$768	**$1,656**	$113	$200	$313	**$1,969**
Subtask 2p. Oak Tree Census	0	0	0	20	20	**40**	$0	$0	$0	$2,220	$1,920	**$4,140**	$281	$500	$781	$4,921
Subtask 2q. VELB	0	0	0	0	0	**0**	$0	$0	$0	$0	$0	**$0**	$0	$0	$0	$0
Subtask 2r. Swainson's Hawk	0	0	0	4	4	**8**	$0	$0	$0	$444	$384	**$828**	$56	$100	$156	$984
Subtask 2s. Burrowing Owl	0	0	0	4	4	**8**	$0	$0	$0	$444	$384	**$828**	$56	$100	$156	**$984**
Subtask 2t. Reptiles and Amphibians	0	0	0	20	20	**40**	$0	$0	$0	$2,220	$1,920	**$4,140**	$281	$500	$781	**$4,921**
Subtask 2u. Wetland Delineation	0	0	0	0	0	**0**	$0	$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**
Subtask 2v. Unknown Special-Status Plants	0	0	0	0	0	**0**	$0	$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**
TASK 3. HABITAT MAPPING																
Subtask 3a. Special Status Species	0	0	16	0	0	**16**	$0	$0	$2,016	$0	$0	**$2,016**	$0	$0	$0	$2,016
Subtask 3b. Habitat Conditions	0	0	40	0	0	**40**	$0	$0	$5,040	$0	$0	**$5,040**	$0	$0	**$0**	$5,040
Subtask 3c. Wetland Delineation	0	0	0	0	0	**0**	$0	$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**
Subtask 3d. Creek Conditions	0	0	0	0	0	**0**	$0	$0	$0	$0	$0	**$0**	$0	$0	$0	$0
Subtask 3e. Vegetation Community	0	0	0	0	0	**0**	$0	$0	$0	$0	$0	**$0**	$0	$0	$0	**$0**
Subtask 3f. Oaks	0	0	16	0	0	**16**	$0	$0	$2,016	$0	$0	**$2,016**	$0	$0	$0	**$2,016**
TASK 4. RECOMMENDATIONS	6	12	8	3	3	**32**	$876	$1,512	$1,008	$333	$288	**$4,017**	$0	$0	$0	**$4,017**
TASK 5. DATA ANALYSIS AND REPORT PREPARATION																
Subtask 5a. Data Analysis	0	4	24	0	40	**68**	$0	$504	$3,024	$0	$3,840	**$7,368**	$0	$0	$0	$7,368
Subtask 5b. Draft and Final Reports	2	24	32	0	100	**158**	$292	$3,024	$4,032	$0	$9,600	**$16,948**	$0	$0	$0	**$16,948**
Subtask 5c. Wetland Delineation Report	0	0	0	0	0	**0**	$0	$0	$0	$0	$0	**$0**	$0	$0	$0	$0
TOTAL	**12**	**60**	**144**	**272**	**412**	**900**	**1782**	**7560**	**18144**	**$30,192**	**$39,552**	**$97,200**	**$3,769**	**$6,700**	**$10,469**	**$107,669**

2025 Budget

	Labor (Hours)						Labor (Cost)						Other Direct Costs			
	Principal in Charge	Project Manager	GIS Specialist	Senior Field Biologists	Staff Field Biologists	TOTAL LABOR HOURS	Principal in Charge	Project Manager	GIS Specialist	Senior Field Biologists	Staff Field Biologists	TOTAL LABOR COST	Vehicle Mileage (mi.)	GPS Use (day)	TOTAL ODCs	TOTAL PROJECT COST
RATE							$146	$126	$126	$111	$96		$ 0.625	$ 100.00		
TASK 1. BACKGROUND REVIEW AND FIELD PREP	4	16	8	0	0	28	$584	$2,016	$1,008	$0	$0	$3,608	$0	$0	$0	$3,608
TASK 2. PRESERVE FIELD SURVEYS																
Subtask 2a. Wetland General Conditions	0	4	0	32	32	68	$0	$504	$0	$3,552	$3,072	$7,128	$450	$800	$1,250	$8,378
Subtask 2b. VP Grassland General Conditions	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
Subtask 2c. Oak Woodland General Conditions	0	0	0	4	4	8	$0	$0	$0	$444	$384	$828	$56	$100	$156	$984
Subtask 2d. Wetland Invasive Plants	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
Subtask 2e. VP Grassland Invasive Plants	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
Subtask 2f. Oak Woodland Invasive Plants	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
Subtask 2g. VP Hydrology	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$225	$400	$625	$3,523
Subtask 2h. VP Floristics	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$225	$400	$625	$3,523
Subtask 2i. VP Invertebrates	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$169	$300	$469	$3,367
Subtask 2j. VP Grassland Vegetation	0	0	0	28	28	56	$0	$0	$0	$3,108	$2,688	$5,795	$394	$700	$1,094	$6,890
Subtask 2k. Oak Understory Vegetation	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$169	$300	$469	$3,367
Subtask 2l. VP Grassland Thatch	0	0	0	15	15	30	$0	$0	$0	$1,665	$1,440	$3,105	$225	$400	$625	$3,730
Subtask 2m. Oak Understory Thatch	0	0	0	10	10	20	$0	$0	$0	$1,110	$960	$2,070	$113	$200	$313	$2,383
Subtask 2n. Known Special-Status Plants	0	0	0	4	4	8	$0	$0	$0	$444	$384	$828	$56	$100	$156	$984
Subtask 2o. General Birds	0	0	0	8	8	16	$0	$0	$0	$888	$768	$1,656	$113	$200	$313	$1,969
Subtask 2p. Oak Tree Census	0	0	0	50	50	100	$0	$0	$0	$5,550	$4,800	$10,350	$675	$1,200	$1,875	$12,225
Subtask 2q. VELB	0	0	0	8	8	16	$0	$0	$0	$888	$768	$1,656	$113	$200	$313	$1,969
Subtask 2r. Swainson's Hawk	0	0	0	10	10	20	$0	$0	$0	$1,110	$960	$2,070	$113	$200	$313	$2,383
Subtask 2s. Burrowing Owl	0	0	0	10	10	20	$0	$0	$0	$1,110	$960	$2,070	$113	$200	$313	$2,383
Subtask 2t. Reptiles and Amphibians	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 2u. Wetland Delineation	0	0	0	60	60	120	$0	$0	$0	$6,660	$5,760	$12,420	$675	$1,500	$2,175	$14,595
Subtask 2v. Unknown Special-Status Plants	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TASK 3. HABITAT MAPPING																
Subtask 3a. Special Status Species	0	0	16	0	0	16	$0	$0	$2,016	$0	$0	$2,016	$0	$0	$0	$2,016
Subtask 3b. Habitat Conditions	0	0	40	0	0	40	$0	$0	$5,040	$0	$0	$5,040	$0	$0	$0	$5,040
Subtask 3c. Wetland Delineation	0	0	24	0	0	24	$0	$0	$3,024	$0	$0	$3,024	$0	$0	$0	$3,024
Subtask 3d. Creek Conditions	0	0	24	0	0	24	$0	$0	$3,024	$0	$0	$3,024	$0	$0	$0	$3,024
Subtask 3e. Vegetation Community	0	0	24	0	0	24	$0	$0	$3,024	$0	$0	$3,024	$0	$0	$0	$3,024
Subtask 3f. Oaks	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TASK 4. RECOMMENDATIONS	6	12	8	3	3	32	$876	$1,512	$1,008	$333	$288	$4,017	$0	$0	$0	$4,017
TASK 5. DATA ANALYSIS AND REPORT PREPARATION																
Subtask 5a. Data Analysis	0	4	24	0	40	68	$0	$504	$3,024	$0	$3,840	$7,368	$0	$0	$0	$7,368
Subtask 5b. Draft and Final Reports	2	24	32	0	100	158	$292	$3,024	$4,032	$0	$9,600	$16,948	$0	$0	$0	$16,948
Subtask 5c. Wetland Delineation Report	0	8	0	16	24	48	$0	$1,008	$0	$1,776	$2,304	$5,088	$0	$0	$0	$5,088
TOTAL:	12	68	200	398	562	1154	1752	8568	25200	$41,958	$50,496	$127,974	$4,781	$8,800	$13,581	$141,555

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CONTRACT FOR SERVICES

THIS CONTRACT is made on February, 14, 2023, by and between the CITY OF ROCKLIN a municipal corporation ("City"), and Vollmar Natural Lands Consulting, Inc. who mutually agree as follows:

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this agreement, Contractor shall provide to the City the services described in the Scope of Work, Exhibit A. Contractor shall provide the services at the time, place and in the manner specified in Exhibits A and/or B. Contractor shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of the services: (a) Contractor notifies the City and City agrees the services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these additional services; and (c) City after notice, approves in writing a supplemental agreement specifying the additional services and the amount of compensation therefore. City shall have no obligation whatsoever under this agreement or any supplemental agreement, unless and until the agreement or supplemental agreement is approved by the City Manager, the City Manager's authorized designee, or by the Rocklin City Council, as required by the Rocklin Municipal Code or other local law or policy.

2. COMPENSATION

A. The City shall pay Contractor for the services rendered pursuant to this agreement at the times and in the manner set forth in the Scope of Services, Exhibit A, the Schedule for Performance, Exhibit B, and in accordance with the Schedule of Fees in Exhibit C, but in no event shall the total compensation exceed the **total sum of $95,858** The payments specified in Exhibits A and/or B shall be the only payments to be made to Contractor for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, City approves additional compensation for additional services.

B. Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. Reimbursable expenses shall be limited to actual expenditures of Contractor for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

C. Contractor shall submit all billings/invoices for services to City in the manner specified in Exhibit B. Contractor's fees shall be as specified in the Scope of Work, Exhibit A or the Schedule of Fees as set forth in Exhibit C. All invoices submitted by Contractor shall contain the following information:

(1) Job/project name or description;
(2) City's current purchase order and/or work order number (if applicable);

(3) Contractor's invoice number;
(4) Date of invoice issuance;
(5) Description of services billed under invoice, including the description of tasks performed and the corresponding rate charged for the completion of that task;
(6) Amount of invoice, itemizing all authorized reimbursable expenses; and
(7) Total billed to date under agreement.

D. City shall make payment to Contractor net 30 days from receipt of an acceptable invoice. If Contractor's performance is not in conformity with the Scope of Work, Exhibit A, or the Schedule of Performance, Exhibit B, or the provisions set forth above, payments may be delayed or denied, unless the Contractor's failure to perform is a documented result of the City's failure to conform with the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 4. City shall not be responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above, or as set forth in the Schedule of Performance.

E. During performance of the agreement and for a period of three (3) years after completing all services, Contractor shall maintain all accounting and financial records related to this Agreement, including but not limited to records of Contractor's costs for all services performed under this agreement and records of Contractor's reimbursable expenses, in accordance with generally accepted accounting practices, and shall keep and make the records available for inspection and audit by representatives of the City upon reasonable written notice.

F. Contractor shall pay when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of payment upon request. Contractor hereby agrees to indemnify City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Contractor's breach of this section.

3. FACILITIES AND EQUIPMENT

Contractor shall at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform services pursuant to this agreement. City shall furnish to Contractor, only the facilities and equipment listed in Exhibit A (if any) according to any terms and conditions set forth in Exhibit A.

4. TERM OF CONTRACT

A. This agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the agreement and shall continue in effect until December 31, 2023 unless sooner terminated as provided herein.

B. The services of Contractor are to commence upon execution of this Contract and shall be undertaken and completed in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as **Exhibit B.**

5. SUSPENSION/TERMINATION:

A. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving written notice of suspension to Contractor. If City gives such notice, Contractor shall immediately suspend its activities under this agreement.

B. This Contract may be terminated by either party, provided that the other party is given not less than **thirty (30)** calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. If the agreement is terminated by the City:

i. Contractor shall immediately cease rendering services pursuant to this agreement;

ii. Contractor shall, not later than five days after such notice of termination, deliver to City copies of all information prepared pursuant to this agreement;

iii. City shall pay Contractor the reasonable value of services rendered by Contractor prior to termination; provided however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the agreement not been terminated or had Contractor completed the services required by this agreement. Contractor shall furnish to City such financial information as in the judgment of the City is necessary for City to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy that city may have in law or equity.

C. Notwithstanding any provisions of this Contract, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Contractor, and the City may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due the City from Contractor is determined.

6. INDEPENDENT CONTRACTOR

Contractor enters into this Contract as an independent contractor and not as an employee or agent of the City. Contractor shall have no power or authority by this Contract to act on behalf of City in any capacity whatsoever as an agent, or to bind the City in any respect or to any obligations whatsoever. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this agreement.

7. AMENDMENTS, CHANGES OR MODIFICATIONS

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

8. EXTENSIONS OF TIME

Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Work Program in the manner provided in Section 7.

9. PROPERTY OF CITY

It is mutually agreed that all materials prepared by the Contractor under this Contract shall become the property of the City, and the Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Contractor in performing this Contract which is not Contractor's privileged information, as defined by law, or Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Contractor's possession.

10. COMPLIANCE WITH ALL LAWS:

Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, all applicable laws, ordinances, and codes of federal, State and local governments, which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract.

For all leases and purchases of materials, equipment, supplies or other tangible personal property used to perform the agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit or Seller's Permit from the California State Board of Equalization, in accordance with the applicable SBE criteria and requirements. This provision applies in all instances unless prohibited by the funding source for the agreement.

11. WARRANTIES AND RESPONSIBILITIES - CONTRACTOR

A. Contractor agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Contractor's profession.

B. Contractor is duly licensed, qualified and experienced to perform the services set forth in the Scope of Services, Exhibit A. Contractor represents and

warrants that Contractor has all licenses, permits, qualifications and approvals of whatsoever nature that are legally required for Contractor to practice its profession or provide any services under this agreement. Contractor represents and warrants that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this agreement, any licenses, permits and approvals that are legally required for Contractor to practice its profession or provide such services. If Contractor is an out of state corporation, Contractor further warrants and represents that it possesses a valid certification of qualification to transact business in the State of California issued by the California Secretary of State.

C. Contractor shall perform all services required pursuant to this agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. Contractor shall devote such time and effort to the performance of services pursuant to this agreement as is necessary for the satisfactory and timely performance of Contractor's obligations under this agreement. Neither party shall be considered in default of this agreement to the extent that party's performance is prevented or delayed by any cause that is beyond the reasonable control of that party.

D. All products of whatsoever nature that Contractor delivers to City pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any scope of services or schedule of performance specified in Exhibits A or B.

E. Contractor shall assign only competent personnel to perform services pursuant to this agreement. Contractor shall designate a project manager who at all times shall represent the Contractor before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Contractor, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld. Contractor shall notify City in writing, of any other changes in Contractor's staff assigned to perform the services required under this agreement, prior to any such performance. In the event the City desires the removal of any person assigned by Contractor to perform services pursuant to this agreement, because the City in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from the City of the desire for the removal of such person.

F. Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law.

G. Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Contractor in writing within sixty (60) days of discovery. Should Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this agreement is based on such independent investigation and research. Contractor shall be liable for any

expenses thereby incurred.

12. SUBCONTRACTING

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

13. ASSIGNABILITY

Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City. The City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this agreement. However, claims for money due or to become due Contractor from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

14. INTEREST IN CONTRACT

Contractor covenants that neither it, nor any of its employees, agents, contractors, or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Contractor in writing that Contractor's duties under this Contract warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

15. MATERIALS CONFIDENTIAL

To the extent permitted by law, all of the materials prepared or assembled by Contractor pursuant to performance of this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

16. LIABILITY OF CONTRACTOR-NEGLIGENCE

Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees,

agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Contractor or its employees, agents, contractors or subcontractors.

17. INDEMNITY AND LITIGATION, COSTS

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City, its officers, officials, agents, employees and volunteers against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from all acts or omissions of Contractor, or its officers, agents or employees in rendering services under this Agreement; excluding however, such liability, claims, losses, damages or expenses arising from the City's sole negligence, or willful acts. The provisions of this paragraph shall survive termination or suspension of this Contract. These Indemnification provisions are independent of and shall not in any way be limited by the Insurance requirements of this agreement. City approval of the Insurance required by this Agreement does not in any way relieve the Contractor from liability under this section.

18. CONTRACTOR TO PROVIDE INSURANCE

Contractor agrees to have and maintain the policies set forth below, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. A lapse in any required insurance coverage during this Agreement shall be a breach of this Agreement.

A. **Minimum Scope and limit of Insurance**

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

2. ***Automobile Liability***: Insurance Services Office Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

3. ***Workers' Compensation*** as required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease. If Contractor has no employees, Contractor must notify City if an employee is hired, verify proof of coverage for any subcontractors, and agrees to hold City harmless and defend City from claims arising from failure to provide workers' compensation benefits.

4. ***Professional Liability (Errors and Omissions)***: Insurance appropriate to the Contractor's profession, with limit no less than **$2,000,000** per occurrence or claim, **$2,000,000** aggregate. Professional liability coverage shall extend for at least five years after completion of the Contractor's services under this Agreement.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. ***Additional Insured Status***. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. ***Primary Coverage***. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. ***Notice of Cancellation***. Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the City, with ten days' for notice of cancellation due to non-payment.

4. ***Waiver of Subrogation***. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. ***Self-Insured Retentions***. Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6. ***Acceptability of Insurers***. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

7. ***Claims Made Policies***. If any of the required policies for professional liability insurance provide claims-made coverage:

i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

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

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

8. ***Verification of Coverage***. Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. ***Subcontractors***. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

10. ***Special Risks or Circumstances***. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

19. GENERAL/MISCELLANEOUS PROVISIONS:

A. **Contract Documents**. This agreement and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. In the event of any conflict between the terms or conditions of this written agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this agreement, including without

limitation any document relating to the scope of services or payment therefor, the written terms of this document shall control over those terms or conditions.

B. **Non-Discrimination in Employment and Equal Employment Opportunity**. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, color, ancestry, national origin, religious creed, sex (including pregnancy, childbirth breastfeeding or related medical condition), sexual orientation, gender, gender identity, gender expression and age (over 40), disability (mental and physical), medical condition, marital status, citizenship, and military and veteran status.

C. **Inspection of Records**. Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Contractor.

D. **Entire Agreement**. This Contract constitutes the entire agreement between the parties relative to the services specified herein and supersedes whatever oral or written understanding they may have had prior to the execution of this agreement. No alteration or modification of this agreement shall be valid or effective unless and until such modification is evidenced by a writing signed by both parties to this Contract, by persons authorized to act on behalf of the parties. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. **Severability**. If any portion of this agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

F. **Waiver**. Neither City's acceptance of, or payment for, any service performed by Contractor, nor any waiver by either party of any default, breach, or condition precedent, shall be construed as a waiver of any provision of this agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

G. **Notice**. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

City of Rocklin
Attn: Public Services
4081 Alvis Court
Rocklin, CA 95677

City of Rocklin
Office of the City Attorney
3970 Rocklin Road
Rocklin, CA 95677

Contractor: Vollmar Natural Lands Consulting, Inc.
2401 Capitol Ave. Ste. 301
Sacramento, CA 95816

H. **Enforcement of Agreement.** This Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California. Venue of any action arising out of this Contract shall be brought and maintained in Placer County California, regardless of where else venue may lie. The parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such courts.

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

J. **Power and Authority to Enter into Agreement**. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Contractor is obligated, which breach would have a material effect hereon.

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

L. **Exhibits**. All exhibits referred to herein and attached hereto, are by this reference incorporated as if set forth fully herein.

CONTRACTOR

DocuSigned by:
By: John Vollmar
John Vollmar, CEO/CFO

CITY OF ROCKLIN

DocuSigned by:
By: Aly Zimmermann
Aly Zimmermann, City Manager

ATTEST:

DocuSigned by:
By: Hope Ithurburn
Hope Ithurburn, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By: Sheri Chapman
Sheri Chapman, City Attorney

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EXHIBIT A
SCOPE OF SERVICES

TASK 1. BACKGROUND REVIEW AND FIELD PREPARATION

TASK 2. PRESERVE FIELD SURVEYS

- Subtask 2a. Wetland and Riparian General Conditions Surveys
- Subtask 2b. Vernal Pool Grassland General Conditions Surveys
- Subtask 2c. Oak Woodland/Savannah General Conditions Surveys
- Subtask 2d. Wetland and Riparian Invasive Plant Monitoring
- Subtask 2e. Vernal Pool Grassland Invasive Plant Monitoring
- Subtask 2f. Oak Woodland/Savannah Invasive Plant Monitoring
- Subtask 2g. Vernal Pool Hydrologic Monitoring
- Subtask 2h. Vernal Pool Floristic Monitoring
- Subtask 2i. Vernal Pool Invertebrate Monitoring
- Subtask 2j. Vernal Pool Grassland Vegetation Monitoring
- Subtask 2k. Oak Woodland/Savannah Understory Vegetation Monitoring
- Subtask 2l. Vernal Pool Grassland Thatch Monitoring
- Subtask 2m. Oak Woodland/Savannah Understory Thatch Monitoring
- Subtask 2n. Known Occurrences of Special-Status Plant Surveys
- Subtask 2o. General Bird Surveys
- Subtask 2p. Oak Tree Census and Health Monitoring (Periodic Task)
- Subtask 2q. VELB Surveys (Periodic Task)
- Subtask 2r. Swainson's Hawk Surveys (Periodic Task)
- Subtask 2s. Burrowing Owl Surveys (Periodic Task)
- Subtask 2t. Reptile and Amphibian Surveys (Periodic Task)
- Subtask 2u. Wetland Delineation Review (Periodic Task)
- Subtask 2v. Unknown Occurrences of Special-Status Plant Surveys (Periodic Task)

TASK 3. HABITAT MAPPING

- Subtask 3a. Special-Status Species Map
- Subtask 3b. Habitat Conditions Map
- Subtask 3c. Wetland Delineation Re-Map (Periodic Task)
- Subtask 3d. Creek Conditions Mapping (Periodic Task)
- Subtask 3e. Vegetation Community Map Revisions (Periodic Task)
- Subtask 3f. Oak Mapping (Periodic Task)

TASK 4. MANAGEMENT AND RESTORATION RECOMMENDATIONS

TASK 5. DATA ANALYSIS AND REPORT PREPARATION

- Subtask 5a. Data Analysis
- Subtask 5b. Draft and Final Monitoring Reports
- Subtask 5c. Wetland Delineation Report (Periodic Task)

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Complete Task Descriptions

Task 1. Background Review and Field Preparation

Prior to beginning monitoring surveys, we will review all prior year reports, and identify key methods to maintain for consistency as well as any data gaps to remedy. We will prepare key site and project information including field maps, GIS data layers (preserve boundaries, vegetation community types, known special-status species occurrences, vernal pool and other wetland locations, etc.), species information, relevant resource inventories, technical information, and any other information important for conducting biological monitoring. The team will meet to discuss the goals for the year, as well as discussing specific survey methods, to ensure consistency across surveyors. Project Manager Linnea Neuhaus will review and make any necessary changes to further develop data management and project communication plans prior to the start of field surveys. Specific field survey dates will be selected based on long-range weather forecasts and on-the-ground wetland and upland conditions, and schedules will be adjusted over the course of each monitoring year to adapt to changing conditions.

Task 2. Preserve Field Surveys

Subtask 2a. Wetland and Riparian General Conditions Surveys

This task is based on GOSMP Section 6.2. Under this task, we will visit all wetland and riparian areas twice per year, during peak spring bloom (typically March-April) and during high summer (typically July). We will collect data on habitat conditions using sub-meter accurate GPS handhelds or tablet computers. We will note changes relative to the baseline condition (or other established Management Goal), including changes in vegetation species composition, changes in hydrology or topography, and changes in overall condition (including land practices on adjacent properties with the potential to affect the preserve function). We will include maintenance status of infrastructure, including fencing, allowable trails, roadways, etc., and any negative disturbance, including animal (e.g. boring insects, beaver damage, and feral animals) / human damage (e.g. vandalism or dumping). We will specifically identify and map problematic erosion, beaver dams, or other disturbance. We will track the success of enhancement and restoration efforts, and re-take reference photographs of the overall wetland / riparian setting.

Subtask 2b. Vernal Pool Grassland General Conditions Surveys

This task is based on GOSMP Section 6.3. Under this task, we will monitor all vernal pool grasslands once per year, in late spring (typically late April). We will note general condition of the vernal pool grasslands, including changes in vegetation species composition, compared to the Baseline Condition for the preserve area. Disturbances, including animal and human, will be noted as well, including fencing repair needs or trash removal. We will re-take reference photographs.

Subtask 2c. Oak Woodland/Savannah General Conditions Surveys

This task is based on GOSMP Section 6.4. Under this task, we will monitor all mapped oak woodland and oak savannah once per year, in high summer (typically July). The overall general condition of the oak woodland/savannah will be noted, including changes in vegetation species composition relative to the baseline condition. Animal and human-caused damage or disturbances will be noted as well, including fencing repair needs or trash removal (or any other infrastructure maintenance requirements). We will specifically note and map problematic stormwater run-off or beaver dams, and track the success of enhancement and restoration efforts.

Subtask 2d. Wetland and Riparian Invasive Plant Monitoring

This task is based on GOSMP Section 6.2. Under this task, we will monitor invasive plants in wetland and riparian areas twice per year, concurrent with the Wetland and Riparian General Conditions Survey. We will monitor invasive plant species (listed by California Invasive Plant Council) in order to make recommendations for eradication. Monitoring surveys will include a qualitative assessment (e.g. visual estimate of cover) of potential or observed noxious weeds or other non-native species invasions, especially in or around any wetland features. Additional actions to control invasive species will be evaluated and prioritized. We will also note species listed by the California Department of Food and Agriculture (CDFA) list of "noxious weeds" that are subject to regulation or quarantine by county agricultural departments, the California Department of Food and Agriculture's Integrated Pest Control Branch, and the University of California State Integrated Pest Management Program list of "Exotic and invasive pests and diseases that threaten California's agricultural, urban, or natural areas".

Subtask 2e. Vernal Pool Grassland Invasive Plant Monitoring

This task is based on GOSMP Section 6.3. Under this task, we will monitor invasive plants in vernal pool grasslands once per year, during high summer (typically July). The methods will be the same as for Wetland and Riparian Invasive Plant Monitoring. The survey will take place concurrently with the high summer Wetland and Riparian Invasive Plant Monitoring.

Subtask 2f. Oak Woodland/Savannah Invasive Plant Monitoring

This task is based on GOSMP Section 6.4. Under this task, we will monitor invasive plants in oak woodlands and oak savannahs once per year, during high summer (typically July). The methods will be the same as for Wetland and Riparian Invasive Plant Monitoring. The survey will take place concurrently with the high summer Wetland and Riparian Invasive Plant Monitoring.

Subtask 2g. Vernal Pool Hydrologic Monitoring

This task is based on GOSMP Section 6.3. Under this task, we will monitor hydrology in a selected subset of created and natural vernal pools three times per year, in winter (typically January), early spring (typically early March) and high summer (typically July). Surveys will include observations of potential water depth, maximum current water depth, and percent inundation for each monitored vernal pool. The winter and early spring surveys will be conducted concurrent with the Vernal Pool Invertebrate Monitoring, and the high summer survey will be conducted concurrent with the Vernal Pool Grassland Invasive Plant Monitoring.

Subtask 2h. Vernal Pool Floristic Monitoring

This task is based on GOSMP Section 6.3. Under this task, we will monitor vernal pool vegetation in the same subset of vernal pools as is monitored for hydrology. Monitoring will be conducted once per year, during peak spring bloom in the pools. The timing of this may vary based on the different pools' phenology, but will typically occur from March through May. As with wet season vernal pool surveys, the timing of floristic surveys will be determined by tracking local pools and conducting surveys at the peak of the vernal pool blooming season. Vernal pool general characteristics will be noted including if the vernal pool is created/restored or naturally occurring. Plant species having 25% or higher relative vegetation will be considered dominant and will be recorded. If none of the plant species in the vernal pool have 25% or higher relative cover, then the plant species with 10% relative cover or greater will be considered dominant. A comprehensive list of all plant species observed will be created to track species composition relative to the Baseline Condition (on an on-going basis). All VNLC biologists are trained and experienced in visually estimating percent vegetation cover accurately, and will use

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standardized calibration methods to maintain consistency across surveyors and across survey years.

As in Subtask 2a, surveyors will each use a Trimble GeoXT for navigation and to map special-status species and notable features or site conditions. Survey data will be recorded digitally or on paper datasheets provided in the Plan. All data will be converted and stored electronically within a Microsoft Access database. Representative photographs will be taken, to be included in reports. Any necessary tasks will be identified for recommendation to the City.

Subtask 2i. Vernal Pool Invertebrate Monitoring

This task is based on GOSMP Section 6.3. Under this task, we will monitor vernal pool invertebrate species twice per year. We will survey the same subset of vernal pools as is monitored for hydrology. Surveys will be timed to best detect target species (typically January and February or early March). Many vernal pool invertebrates, including the vernal pool fairy shrimp (*Branchinecta lynchi*), are relatively short-lived and the timing of best detection varies from year to year. We will track the ponding status and the hatching and development of target species in the project vicinity and/or within the project site and will time our survey accordingly. Each survey round will be conducted within a ten calendar-day period to minimize variation in survey results caused by differences in survey timing.

Surveys will be conducted by VNLC biologists permitted by the USFWS to conduct listed large branchiopod surveys, and will follow the methods outlined in Interim Survey Guidelines to Permittees for Recovery Permits under Section 10(a)(1)(A) of the Endangered Species Act for Listed Vernal Pool Branchiopods (ignoring the bi-weekly sampling frequency requirement). Surveyors will work alone to limit the cost to the City. Each surveying biologist will carry a sub-meter accurate GPS handheld or tablet computer. Biologists will use the GPS to navigate to target pools and to map all special-status species and notable features or site conditions. Data will be recorded digitally within a standardized and survey-specific data dictionary loaded onto the GPS units. Representative photographs will be taken, to be included in reports.

Subtask 2j. Vernal Pool Grassland Vegetation Monitoring

This task is based on GOSMP Section 6.3. Under this task, we will monitor the health of the upland grassland community around the vernal pools once per year in late spring (typically late April). A minimum of 20 randomly selected upland grassland plots will be selected for monitoring. An additional 10 plots will be selected which can represent those grasslands dominated by native grassland populations, invasive weed populations, and other target communities. The selected plots will measure three by three meters square and the location will be recorded using a sub-meter accurate GPS unit. Observations collected will include a species list, the total cover of vegetation, the absolute cover of each species, and trends within the plot. A list of plant species observed will be created to track species composition relative to the Baseline Condition (on an on-going basis).

Subtask 2k. Oak Woodland/Savannah Understory Vegetation Monitoring

This task is based on GOSMP Section 6.4. The methods for this task will follow the methods for the Vernal Pool Grassland Vegetation Monitoring (Subtask 2j), and will be conducted concurrently with it. Under this task, we will monitor the vegetation composition of an additional 20 randomly-selected three-meter by three-meter plots in oak woodland and oak savannah.

Subtask 2l. Vernal Pool Grassland Thatch Monitoring

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This task is based on GOSMP Section 6.3. Under this task, we will monitor thatch levels in upland grassland community around the vernal pools once per year in fall, after grazing is complete but before the onset of winter rains (typically September to October). At each of the Vernal Pool Grassland Vegetation Monitoring plots, we will estimate RDM using standardized visual estimation guides, take standardized robel pole photographs, and collect one RDM clip plot (circular 0.1 m^2 hoops). Clipped material will be brought to the office and further air dried and weighed to estimate moisture content. Biologists will navigate to RDM plots and collect data electronically with Trimble GPS units. Plot locations may be adjusted to avoid non-range vegetation, wetlands, boundaries and disturbance by at least 2 meters. If thatch presents a fire hazard, or is in excess of 1,200 lbs./ac., we will make a recommendation of a removal practice.

Subtask 2m. Oak Woodland/Savannah Understory Thatch Monitoring

This task is based on GOSMP Section 6.4. The methods for this task will follow the methods for the Vernal Pool Grassland Thatch Monitoring (Subtask 2l), and will be conducted concurrently with it. Under this task, we will monitor the vegetation composition of the additional 20 plots in oak woodland and oak savannah.

Subtask 2n. Known Occurrences of Special-Status Plant Surveys

This task is based on GOSMP Action 6-9-1. The objective of monitoring will be to identify presence and size of special-status plant populations. Under this task, we will visit all documented extant populations of special-status plants, as shown in the CNDDB, and in baseline reports and prior monitoring reports. Populations will be mapped using a sub-meter accurate GPS handheld. Abundance will be assessed semi-quantitatively using broad abundance categories, i.e., 0, 1 - 100, 101 - 500, 501 - 1,000, and >1,000 plants. Changes to occupied habitat, such as changed hydrology or vegetation composition, will be observed and recorded. At present, only a single special-status plant population is documented, Hispid salty bird's-beak in Stanford Ranch. This task will be conducted concurrent with Vernal Pool Floristic Monitoring (Subtask 2h.)

Subtask 2o. General Bird Surveys

This task is based on Action 6-6-1 of the GOSMP. (The goal does not appear elsewhere in the GOSMP, and little detail is provided in the GOSMP on the requirements of this task.) For this task, we propose to conduct two rounds of surveys, one at the beginning of the breeding season (typically March), and one at the end of the breeding season (typically September). During each survey round, we will perform a single point count of birds at each of the preserve areas. The point counts will consist of 10-minute surveys conducted from fixed locations to accurately depict the baseline avian abundance, community structure, and activity patterns present. The surveys will be conducted on foot and birds will be observed through high-powered binoculars and by ear. At each point count location, we will record: the bird species present; the number of individuals present/species; the general behavior and habitat use of each bird/flock of birds; and other pertinent information. The surveys will be conducted concurrent with other surveys including the General Conditions Surveys and Thatch Monitoring.

Subtask 2p. Oak Tree Census and Health Monitoring (Periodic Task)

This task is based on Action 6-10-4 of the GOSMP. Under this task, we will census all oak trees over three feet in height. For each oak, we will record species type, diameter at breast height (DBH), and dripline radius (DLR). All untagged trees greater than six inches DBH will be tagged with aluminum tree tags. All trees measuring less than six inches in DBH, but three feet or greater in height will be mapped with a sub-meter accurate GPS handheld, mapping the extent of DLR for each tree or group of trees. These polygons will be classified based on the dominant oak

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species. The health and structural condition of each tree will be classified. This is a periodic survey which will be required for the Garnet Creek, Parklands North, and Placer Creek Corporate Center preserves in 2024 and the Claremont, Orchard Creek, Stanford Ranch, and Sunset West preserves in 2025. These surveys will be conducted concurrently with the Oak Woodland/Savannah General Conditions Surveys in those preserves.

Subtask 2q. VELB Surveys (Periodic Task)

This task is based on GOSMP Action 6-4-4. Under this task, we will conduct a single survey of suitable VELB habitat. Suitable habitat for VELB will be identified based on the results of Wetland and Riparian General Conditions Surveys and other surveys, as well as by reviewing CNDDB data and prior reports. We will conduct exit hole surveys in all suitable habitat (i.e. clusters of elderberry shrubs with stems >1" diameter). The approximate number of exit holes in each habitat cluster will be recorded in a sub-meter accurate GPS handheld or tablet computer. This is a periodic survey which will be required for the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025. It will be conducted concurrent with the general conditions surveys.

Subtask 2r. Swainson's Hawk Surveys (Periodic Task)

This task is based on Action 6-4-2 of the GOSMP. Under this task, we will conduct two rounds of surveys in suitable habitat. Suitable habitat for Swainson's Hawk will be identified based on the results of Wetland and Riparian General Conditions Surveys, the General Bird Surveys, and other surveys, as well as by reviewing CNDDB data and prior reports. Two surveys will be conducted, at the beginning of the breeding season (Around April) and near the end of the breeding season (around September). The surveys will be conducted in the evening hours, and the VNLC biologist will arrive at the Study Area within the recommended start time of each respective survey window and survey for nesting Swainson's Hawk until sunset. Potential Swainson's Hawk nests will be surveyed with both binoculars and a high-powered spotting scope. The surveys will be conducted either via a car or on foot depending on the nature of the Study Area. If a Swainson's Hawk nest is confirmed in the vicinity of the Study Area, the biologist will record the location of the nest with a sub-meter accurate GPS. Any other nesting raptors observed incidentally during the nesting Swainson's Hawk survey will be recoded via GPS as well. This is a periodic survey which will be required for the Garnet Creek and Placer Creek Corporate Center preserves in 2024 and the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025.

Subtask 2s. Burrowing Owl Surveys (Periodic Task)

This task is based on Action 6-4-3 in Goal 6-4 in Table 6-1 of the GOSMP. Under this task, we will conduct a single survey if the five-year survey interval falls within the contract period. Suitable habitat for Burrowing Owl will be identified based on the results of Wetland and Riparian General Conditions Surveys, the General Bird Surveys, and other surveys, as well as by reviewing CNDDB data and prior reports. Surveys will be conducted by walking meandering transects through suitable habitat, searching for Burrowing Owls and their sign around burrows. All Burrowing Owls and their burrows will be mapped with a sub-meter accurate GPS handheld. This is a periodic survey which will be required for the Garnet Creek and Placer Creek Corporate Center preserves in 2024 and the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025. The surveys will be conducted concurrent with the general conditions surveys.

Subtask 2t. Amphibian and Reptile Surveys (Periodic Task)

This task is based on Action 6-6-2 of the GOSMP. Surveys will be focused on rare species with the potential to occur in the preserves (e.g. northwestern pond turtle and western spadefoot), but will also note common species observed. Potential habitat for rare species will be identified based on the General Conditions Surveys, and on prior reports. All suitable habitat for each species will be surveyed during the appropriate identification window. Populations of rare reptiles and amphibians will be mapped using a sub-meter accurate GPS handheld. Survey methods will vary based on target species, but will generally be non-invasive where practicable. Where possible, such as with northwestern pond turtle, foothill yellow-legged frog, and giant gartersnake, we will use visual encounter surveys by qualified biologists using binoculars. Surveys for western spadefoot and other hard-to-see species may be conducted as dipnet or seine surveys by appropriately-permitted biologists. All new populations of rare species will be mapped with sub-meter accurate GPS handhelds and reported to the CNDDB. This is a periodic survey which will be required for all nine preserves in 2025.

Subtask 2u. Wetland Delineation Review (Periodic Task)

This task is based on GOSMP Action 6-1-3. Under this task, we will load existing wetland delineation maps onto a sub-meter accurate GPS handheld. We will field-verify all delineated features, and search for instances in which changing conditions have caused changes in the extent of potentially jurisdictional wetlands and Waters of the U.S. and of the State of California. In instances where feature boundaries have changed significantly, or areas have been converted from wetland to upland or vice versa, we will collect wetland delineation data points and map the new boundaries. This is a periodic survey which will be required for the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025.

Subtask 2v. Unknown Occurrences of Special-Status Plant Surveys (Periodic Task. Not Required)

This is an intermittent task which will not be required for any of the preserves during the period from 2023-2025. A description of the task is included here for completeness.

This task is based on Action 6-9-3 in Goal 6-9 in Table 6-1 of the GOSMP. Under this task, we will conduct rare plant surveys if the five-year survey interval falls within the contract period. Rare plants with the potential to occur in the preserves will be identified based on the Baseline report, CNDDB, and other sources. Potential habitat for these species will be identified based on the General Conditions Surveys, the Baseline report, and other sources. All suitable habitat for each species will be surveyed during the appropriate identification window. Populations of rare plants will be mapped using a sub-meter accurate GPS handheld. Abundance will be assessed semi-quantitatively using broad abundance categories, i.e., 0, 1 - 100, 101 - 500, 501 - 1,000, and >1,000 plants. All new populations will be submitted to the CNDDB, and included in future Known Occurrences of Special-Status Plant Surveys. These surveys will be combined with other surveys as appropriate to the identification window of each plant (e.g. vernal pool plants such as legenere will be surveyed for concurrent with other vernal pool vegetation monitoring).

Task 3. Habitat Mapping

Subtask 3a. Special Status Species Map

This task is based on GOSMP Action 6-4-5, Action 6-8-3, and Action 6-9-4. Under this task, we will use data collected in the field surveys to update all maps of special-status wildlife and plant species. Maps will be included in the annual reports, and all occurrences will be submitted to CNDDB.

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Subtask 3b. Habitat Conditions Map

This task is based on GOSMP Action 6-3-1 and Action 6-7-2. Under this task, we will update all site maps based on the results of general conditions surveys. Maps will reflect the latest information on general site conditions, invasive weed populations, beaver dams, problematic erosion, human disturbance, and other issues of note.

Subtask 3c. Wetland Delineation Re-Map (Periodic Task)

This task is based on GOSMP Action 6-1-3. Under this task, we will use data gathered during the Wetland Delineation Review to revise the mapping of all delineated wetlands and Waters. We will produce new wetland delineation maps reflecting current conditions in the preserves. The new maps will meet all Sacramento District Army Corps of Engineers mapping and data standards. This is a periodic task which will be required for the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025.

Subtask 3d. Creek Conditions Mapping (Periodic Task)

This task is based on GOSMP Action 6-2-3. Under this task, we will use data gathered during the general conditions surveys to update all creek conditions maps. The revised maps will display creeks broken into reaches, with each reach rated by condition, and appropriateness for restoration or enhancement efforts. Significant issues such as degradation or aggradation, riparian vegetation loss, and human disturbance will be identified. This is a periodic task which will be required for the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025.

Subtask 3e. Vegetation Community Map Revisions (Periodic Task)

This task is based on GOSMP Action 6-8-2. Under this task, we will use data gathered during the General Conditions Surveys, as well as the latest available aerial photos, to update all vegetation community maps. Any areas of habitat type conversion will be identified. The acreage and type of converted areas will be measured for inclusion in the reports. Reasons for habitat conversion will be discussed in the annual reports. This is a periodic task which will be required for the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025.

Subtask 3f. Oak Mapping (Periodic Task)

This task is based on GOSMP Action 6-10-5. Under this task, we will revise the oak habitat maps for each preserve, based on the data collected in the Oak Tree Census and Health Monitoring. Revised maps will show updated acreage of oak canopy in each preserve, along with updated species counts and health metrics. Changes in oak tree communities will be discussed in the annual monitoring reports. This is a periodic survey which will be required for the Garnet Creek and Parklands North preserves in 2024 and the Claremont, Orchard Creek, Stanford Ranch, and Sunset West preserves in 2025.

Task 4. Management And Restoration Recommendations

During each inspection, biologists will note issues which may require management, as well as opportunities for habitat enhancement, as described above. Issues will be mapped for inclusion in the annual reports. All issues which may require urgent management action will be reported to the VNLC project manager. The VNLC project manager will contact the City point-of-contact to report urgent management needs. Non-urgent management needs and habitat enhancement recommendations will be described in the annual management report, along with priority ratings

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for each action. We will meet with City personnel to discuss maintenance issues or violations which must be reported to the regulatory agencies. During this meeting, we will discuss potential remedies for any such issues, and agree on the approach to each which will be included in the annual report.

Task 5. Data Analysis And Report Preparation

Subtask 5a. Data Analysis

We will create a custom relational database for the project in Microsoft Access, including tables for each data type and queries to produce each required analysis for the reports. We will enter data into the database as it is collected over the course of the year, allowing rapid identification of management issues and data gaps. Geographic data will be collected in ESRI ArcGIS formats for analysis and display in ArcMap software.

Subtask 5b. Draft and Final Monitoring Reports

A thorough yet concise annual draft monitoring report will be submitted to the City that details the methods and results of monitoring surveys, and discusses specific management recommendations. The report will cover overall site conditions by preserve, and will include (for each parcel) specific recommendations with regard to (1) any habitat enhancement measures deemed to be necessary to meet preserve goals, (2) any maintenance problems or violations, (3) a proposed resolution and timeline for any maintenance problems or violations, and (4) any changes in the monitoring or management program that appear to be warranted based on monitoring results to date, or recommendations for changes to monitoring or maintenance goals. It will also include specific features mapped and documented during field surveys, as well as an analysis and summary of all monitoring parameters measured during field surveys (e.g. number and percent of pools meeting the vernal pool dominants threshold, and specific instances and analyses of pools not meeting the threshold). In addition, monitoring reports will include precipitation data to allow the Preserve Manager to evaluate the performance of the vernal pools relative to available water supply. Summary tables and figures will be included to clearly highlight important findings. The report will include representative photographs, a set of appropriately scaled color maps with all notable features shown, and electronic copies of field data sheets. After review by the City, we will incorporate the City's changes into the final monitoring report. If requested, the City will have an additional opportunity to review an electronic copy of this final report before hard copies are printed and submitted.

Subtask 5c. Wetland Delineation Report (Periodic Task)

According to the GOSMP, a re-delineation of all wetlands is required once every 10 years. We will use the data produced in the Wetland Delineation Re-Map to produce a wetland delineation report for the Claremont, Orchard Creek, Stanford Ranch, Sunset West, and Whitney Ranch preserves in 2025. The report will meet all Sacramento Army Corps district standards for wetland delineations. We will submit this report for review to the City. After any necessary revisions, we will submit the report to the Corps for re-verification.

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EXHIBIT B

Schedule of Performance

This Agreement will commence on the start date of March 1st, 2023, as presented Herein. This Agreement is for an initial ten month period and will be renewable on a year-to year basis for two additional one-year terms at the City's option pursuant to the Contract Documents. See Below for the project schedule:

Table 2. Project Schedule

Task Number	Task Name	Preserves	Winter (January)	Early Spring (Late February to Early March)	Peak Vernal Pool Bloom (Late March to Early May)	Late Spring (Late April)	Mid-Summer (June-July)	Post-Growing (September-October)	November	December
1	Background Review and Field Preparation	All	X							
2a	Wetland and Riparian General Conditions Surveys	C, OC, SR, SW, WR, B, GC, PN		X			X			
2b	Vernal Pool Grassland General Conditions Surveys	OC, SR, SW, PCCC				X				
2c	Oak Woodland/ Savannah General Conditions Surveys	C, SR, SW, GC, PN					X			
2d	Wetland and Riparian Invasive Plant Monitoring	C, OC, SR, SW, WR, B, GC, PN					X			
2e	Vernal Pool Grassland Invasive Plant Monitoring	OC, SR, SW, PCCC					X			
2f	Oak Woodland/ Savannah Invasive Plant Monitoring	C, SR, SW, GC, PN					X			
2g	Vernal Pool Hydrologic Monitoring	OC, SR, SW, PCCC	X	X			X			
2h	Vernal Pool Floristic Monitoring	OC, SR, SW, PCCC	X	X						
2i	Vernal Pool Invertebrate Monitoring	OC, SR, SW, PCCC	X	X						
2j	Vernal Pool Grassland Vegetation Monitoring	OC, SR, SW, PCCC				X				
2k	Oak Woodland/Savannah Understory Thatch Monitoring	C, SR, SW, GC, PN				X				
2l	Vernal Pool Grassland Thatch Monitoring	OC, SR, SW, PCCC						X		
2m	Oak Woodland/Savannah Understory Thatch Monitoring	C, SR, SW, GC, PN						X		
2n	Known Occurrences of Special-Status Plant Surveys	SR			X					
2o	General Bird Surveys	All			X			X		
2p	Oak Tree Census and Health Monitoring	2024: GC, PN, PCCC 2025: C, SR, SW					X			
2q	VELB Surveys	2025: C, OC, SR, SW, WR					X			

Task Number	Task Name	Preserve	Winter (January)	Early Spring (Late February to Early March)	Peak Vernal Pool Bloom (Late March to Early May)	Late Spring (Late April)	Mid-Summer (June-July)	Post-Grazing (September-October)	November	December
2r	Swainson's Hawk Surveys	2024: GC, PCCC 2025: C, OC, SR, SW, WR			X			X		
2s	Burrowing Owl Surveys	2024: GC, PCCC 2025: C, OC, SR, SW, WR			X			X		
2t	Reptile and Amphibian Surveys	2024: All		X			X			
2u	Wetland Delineation Review	2025: C, OC, SR, SW, WR				X				
2v	Unknown Occurrences of Special-Status Plant Surveys	NOT REQUIRED								
3a	Special Status Species Map	All					X			
3b	Habitat Conditions Map	All					X			
3c	Wetland Delineation Re-Map	2025: C, OC, SR, SW, WR					X			
3d	Creek Conditions Mapping	C, OC, SR, SW, WR, B, GC, PN					X			
3e	Vegetation Community Map Revisions	2025: C, OC, SR, SW, WR					X			
3f	Oak Mapping	2024: GC, PN 2025: C, OC, SR, SW					X			
4	Management and Restoration Recommendations	All	X	X	X	X	X	X	X	X
5a	Data Analysis	All	X	X	X	X	X	X	X	
5b	Draft and Final Monitoring Report	All							X	
5c	Wetland Delineation Review	2025: C, OC, SR, SW, WR								X

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EXHIBIT C
SCHEDULE OF FEES

The total compensation for the Scope of Services identified in Exhibit A shall not exceedNinety-Five Thousand, Eight Hundred and Fifty-Eighty Dollars ($95,858). The cost breakdown has been included below.

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Table 4. Vollmer Natural Lands Consulting Budget for City of Rocklin Open Space Monitoring Services

2025 Budget

	Labor Hours						Labor Cost						Other Direct Costs			
	Principal in Charge	Project Manager	GIS Specialist	Senior Field Biologists	Staff Field Biologists	TOTAL LABOR HOURS	Principal in Charge	Project Manager	GIS Specialist	Senior Field Biologists	Staff Field Biologists	TOTAL LABOR COST	Vehicle Mileage (mi.)	GPS Use (day)	TOTAL ODCs	TOTAL PROJECT COST
RATE							$146	$126	$139	$111	$95		$ 0.625	$ 100.00		
TASK 1. REVIEW AND FIELD PREPARATION	4	16	24	0	0	44	$584	$2,016	$3,024	$0	$0	$5,624	$0	$0	0	
TASK 2. PRESERVE FIELD SURVEYS																
Subtask 2a. Wetland General Conditions	0	4	0	32	32	68	$0	$504	$0	$3,552	$3,072	$7,128	$480	$900	$1,380	$8,508
Subtask 2b. VP Grassland General Conditions	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
Subtask 2c. Oak Woodland General Conditions	0	0	0	4	4	8	$0	$0	$0	$444	$384	$828	$96	$100	$196	$1,024
Subtask 2d. Wetland Invasive Plants	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
Subtask 2e. VP Grassland Invasive Plants	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
Subtask 2f. Oak Woodland Invasive Plants	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
Subtask 2g. VP Herpetofauna	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$225	$400	$625	$3,523
Subtask 2h. VP Floristics	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$169	$300	$469	$3,367
Subtask 2i. VP Invertebrates	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$169	$300	$469	$3,367
Subtask 2j. VP Grassland Vegetation	0	0	0	28	28	56	$0	$0	$0	$3,108	$2,688	$5,796	$394	$700	$1,094	$6,890
Subtask 2k. Oak Understory Vegetation	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$169	$300	$469	$3,367
Subtask 2l. VP Grassland Thatch	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$225	$400	$625	$3,523
Subtask 2m. Oak Understory Thatch	0	0	0	10	10	20	$0	$0	$0	$1,110	$960	$2,070	$113	$200	$313	$2,383
Subtask 2n. Known Special-Status Plants	0	0	0	4	4	8	$0	$0	$0	$444	$384	$828	$56	$100	$156	$984
Subtask 2o. General Birds	0	0	0	8	8	16	$0	$0	$0	$888	$768	$1,656	$113	$200	$313	$1,969
Subtask 2p. Oak Tree Census	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 2q. VELB	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 2r. Swainson's Hawk	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 2s. Burrowing Owl	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 2t. Reptiles and Amphibians	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 2u. Wetland Delineation	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 2v. Unknown Special-Status Plants	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TASK 3. HABITAT MAPPING																
Subtask 3a. Special Status Species	0	0	16	0	0	16	$0	$0	$2,016	$0	$0	$2,016	$0	$0	$0	$2,016
Subtask 3b. Habitat Conditions	0	0	40	0	0	40	$0	$0	$5,040	$0	$0	$5,040	$0	$0	$0	$5,040
Subtask 3c. Wetland Delineation	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 3d. Creek Conditions	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 3e. Vegetation Community	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 3f. Oaks	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TASK 4. RECOMMENDATIONS	8	12	8	3	3	32	$1,168	$1,512	$1,008	$333	$288	$4,017	$0	$0	$0	$4,017
TASK 5. DATA ANALYSIS AND REPORT PREPARATION																
Subtask 5a. Data Analysis	0	4	24	0	40	68	$0	$504	$3,024	$0	$3,840	$7,368	$0	$0	$0	$7,368
Subtask 5b. Draft and Final Reports	2	24	32	0	100	158	$292	$3,024	$4,032	$0	$9,600	$16,948	$0	$0	$0	$16,948
Subtask 5c. Wetland Delineation Report	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL	14	60	144	256	360	804	$1,752	$7,560	$19,344	$28,416	$34,560	$91,632	$2,704	$5,000	$7,704	$99,336

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EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

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

CONTRACTORS

By: John Vollmar
John Vollmar, CEO/CFO

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DocuSign Envelope ID: 0A286006-C5F0-40C8-B921-10B67BFE3AB0

AMENDMENT NO. 1

TO CONTRACT FOR SERVICES BETWEEN THE CITY OF ROCKLIN AND VOLLMAR NATURAL LANDS CONSULTING, INC.

THIS AMENDMENT is entered into as of January 1, 2024, by and between the City of Rocklin, a municipal corporation ("City"), and Vollmar Natural Lands Consulting, Inc. ("Consultant"), who agree as follows:

RECITALS

WHEREAS, the City and Contractor entered into a Contract for Services on February 14, 2023, to provide environmental studies, monitoring, and consulting services for the City's open space areas (hereafter "Agreement"); and

WHEREAS, the Agreement was for an initial 10-month period, starting on March 1, 2023, and is renewable on a year-to-year basis for two (2) additional one-year terms at the City's option; and

WHEREAS, the City and Contractor agree to amend the Agreement to extend the term for one (1) additional year from January 1, 2024 to January 1, 2025.

AGREEMENT

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

1. Section 4 of the Agreement entitled "Term of Contract" subsection "A" is amended to extend the term for one (1) year until January 1, 2025.

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

Executed as of the date first written above.

CITY

DocuSigned by:
Aly Zimmermann
F29E9749AAD9403...

By: _____
Aly Zimmermann, City Manager

CONTRACTOR

DocuSigned by:
John Vollmar
482580A6D5154C2...

By: _____
John Vollmar, CEO/CFO

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DocuSign Envelope ID: 0A286006-C5F0-40C8-B921-10B67BFE3AB0

APPROVED AS TO FORM:

DocuSigned by:

By: Daniel Cucchi
5553B9734517413...

Daniel Cucchi, Acting Assistant City Attorney

ATTEST:

DocuSigned by:

By: Avinta Madhukanta-Singh
88A95AD60CB047E...

Avinta Singh, City Clerk

AMENDMENT NO. 2
TO CONTRACT FOR SERVICES BETWEEN THE CITY OF ROCKLIN
AND VOLLMAR NATURAL LANDS CONSULTING, INC., EFFECTIVE FEBRUARY 14, 2023

This Amendment is entered into as of this 11th day of June 11, 2024, by and between the City of Rocklin, a municipal corporation ("City") and Vollmar Natural Lands Consulting, Inc., ("Contractor"), who agree as follows:

RECITALS

WHEREAS, Vollmar Natural Lands Consulting, Inc., and the City of Rocklin entered into an agreement on February 14, 2023, to provide environmental studies, monitoring, and consulting services for the City's open space areas; and

WHEREAS, the Amendment No. 1 extended the Contract for Services for year 2 from January 1, 2024, to January 1, 2025; and

WHERAS, the initial Contract for Services was for a ten (10) month period with the option to be renewed on a year to year basis for two (2) additional one (1) year periods at the City's option; and

WHEREAS, the contract amount was for $95,858 for the first ten months, however the cost for second year is in the amount of $107,600, for a total not to exceed amount of $203,458 for this Contract For Services.

AGREEMENT

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

1. Section "2" entitled "Compensation" is amended to increase the not to exceed amount of the Contract from $95,858 to $203,458.

2. Exhibit C is amended to include the fees for the additional services, as set forth in Exhibit C, attached hereto, and incorporated herein.

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

Executed as of the date first written above.

CITY OF ROCKLIN

By: _____
Aly Zimmermann, City Manager

CONTRACTOR

By: John Volmar

Print Name: John Volmar

Title: President / Senior Ecologist

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____
Daniel Cucchi, Acting Asst. City Attorney

ATTEST:

By: _____
Avinta Singh, City Clerk

EXHIBIT C

Schedule of Fees

The total compensation for the Scope of Services identified in Exhibit A shall not exceed $203,458. The cost breakdown has been included below.

March 1, 2023 to December 31, 2023

2023 Budget																
	Labor (Hours)						Labor (Cost)						Other Direct Costs			
	Principal In Charge	Project Manager	GIS Specialist	Senior Field Biologists	Staff Field Biologists	TOTAL LABOR HOURS	Principal In Charge	Project Manager	GIS Specialist	Senior Field Biologists	Staff Field Biologists	TOTAL LABOR COST	Vehicle Mileage (mi.)	GPS Use (day)	TOTAL ODCs	TOTAL PROJECT COST
RATE							$146	$126	$126	$111	$96		$ 0.625	$ 100.00		
TASK 1. REVIEW AND FIELD PREPARATION	4	16	24	0	0	44	$584	$2,016	$3,024	$0	$0	$5,624	$0	$0	0	$5,624
TASK 2. PRESERVE FIELD SURVEYS																
Subtask 2a. Wetland General Conditions	0	4	0	32	32	68	$0	$504	$0	$3,552	$3,072	$7,128	$450	$800	$1,250	$8,378
Subtask 2b. VP Grassland General Conditions	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
Subtask 2c. Oak WoodlandGeneral Conditions	0	0	0	4	4	8	$0	$0	$0	$444	$384	$828	$56	$100	$156	$984
Subtask 2d. Wetland Invasive Plants	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
Subtask 2e. VP Grassland Invasive Plants	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
Subtask 2f. Oak Woodland Invasive Plants	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
Subtask 2g. VP Hydrology	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$225	$400	$625	$3,523
Subtask 2h. VP Floristics	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$225	$400	$625	$3,523
Subtask 2i. VP Invertebrates	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$169	$300	$469	$3,367
Subtask 2j. VP Grassland Vegetation	0	0	0	28	28	56	$0	$0	$0	$3,108	$2,688	$5,796	$394	$700	$1,094	$6,890
Subtask 2k. Oak Understory Vegetation	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$169	$300	$469	$3,367
Subtask 2l. VP Grassland Thatch	0	0	0	15	15	30	$0	$0	$0	$1,665	$1,440	$3,105	$225	$400	$625	$3,730
Subtask 2m. Oak Understory Thatch	0	0	0	10	10	20	$0	$0	$0	$1,110	$960	$2,070	$113	$200	$313	$2,383
Subtask 2n. Known Special-Status Plants	0	0	0	4	4	8	$0	$0	$0	$444	$384	$828	$56	$100	$156	$984
Subtask 2o. General Birds	0	0	0	8	8	16	$0	$0	$0	$888	$768	$1,656	$113	$200	$313	$1,969
Subtask 2p. Oak Tree Census	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 2q. VELB	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 2r. Swainson's Hawk	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 2s. Burrowing Owl	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 2t. Reptiles and Amphibians	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 2u. Wetland Delineation	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 2v. Unknown Special-Status Plants	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TASK 3. HABITAT MAPPING																
Subtask 3a. Special Status Species	0	0	16	0	0	16	$0	$0	$2,016	$0	$0	$2,016	$0	$0	$0	$2,016
Subtask 3b. Habitat Conditions	0	0	40	0	0	40	$0	$0	$5,040	$0	$0	$5,040	$0	$0	$0	$5,040
Subtask 3c. Wetland Delineation	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 3d. Creek Conditions	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 3e. Vegetation Community	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 3f. Oaks	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TASK 4. RECOMMENDATIONS	6	12	8	3	3	32	$876	$1,512	$1,008	$333	$288	$4,017	$0	$0	$0	$4,017
TASK 5. DATA ANALYSIS AND REPORT PREPARATION																
Subtask 5a. Data Analysis	0	4	24	0	40	68	$0	$504	$3,024	$0	$3,840	$7,368	$0	$0	$0	$7,368
Subtask 5b. Draft and Final Reports	2	24	32	0	100	158	$292	$3,024	$4,032	$0	$9,600	$16,948	$0	$0	$0	$16,948
Subtask 5c. Wetland Delineation Report	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL	12	60	144	224	380	824	1752	7560	18144	$24,864	$34,944	$87,264	$3,094	$5,500	$8,594	$95,858

Fee Schedule for January 1, 2024 to December 31, 2024

2024 Budget																
	Labor (Hours)						Labor (Cost)						Other Direct Costs			
	Principal in Charge	Project Manager	GIS Specialist	Senior Field Biologists	Staff Field Biologists	TOTAL LABOR HOURS	Principal in Charge	Project Manager	GIS Specialist	Senior Field Biologists	Staff Field Biologists	TOTAL LABOR COST	Vehicle Mileage (mi.)	GPS Use (day)	TOTAL ODCs	TOTAL PROJECT COST
RATE							$146	$126	$126	$111	$96		$ 0.625	$ 100.00		
TASK 1. REVIEW AND FIELD PREPARATION	4	16	8	0	0	28	$584	$2,016	$1,008	$0	$0	$3,608	$0	$0	0	$3,608
TASK 2. PRESERVE FIELD SURVEYS																
Subtask 2a. Wetland General Conditions	0	4	0	32	32	68	$0	$504	$0	$3,552	$3,072	$7,128	$450	$800	$1,250	$8,378
Subtask 2b. VP Grassland General Conditions	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
Subtask 2c. Oak WoodlandGeneral Conditions	0	0	0	4	4	8	$0	$0	$0	$444	$384	$828	$56	$100	$156	$984
Subtask 2d. Wetland Invasive Plants	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
Subtask 2e. VP Grassland Invasive Plants	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
Subtask 2f. Oak Woodland Invasive Plants	0	0	0	16	16	32	$0	$0	$0	$1,776	$1,536	$3,312	$225	$400	$625	$3,937
Subtask 2g. VP Hydrology	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$225	$400	$625	$3,523
Subtask 2h. VP Floristics	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$225	$400	$625	$3,523
Subtask 2i. VP Invertebrates	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$169	$300	$469	$3,367
Subtask 2j. VP Grassland Vegetation	0	0	0	28	28	56	$0	$0	$0	$3,108	$2,688	$5,796	$394	$700	$1,094	$6,890
Subtask 2k. Oak Understory Vegetation	0	0	0	14	14	28	$0	$0	$0	$1,554	$1,344	$2,898	$169	$300	$469	$3,367
Subtask 2l. VP Grassland Thatch	0	0	0	15	15	30	$0	$0	$0	$1,665	$1,440	$3,105	$225	$400	$625	$3,730
Subtask 2m. Oak Understory Thatch	0	0	0	10	10	20	$0	$0	$0	$1,110	$960	$2,070	$113	$200	$313	$2,383
Subtask 2n. Known Special-Status Plants	0	0	0	4	4	8	$0	$0	$0	$444	$384	$828	$56	$100	$156	$984
Subtask 2o. General Birds	0	0	0	8	8	16	$0	$0	$0	$888	$768	$1,656	$113	$200	$313	$1,969
Subtask 2p. Oak Tree Census	0	0	0	20	20	40	$0	$0	$0	$2,220	$1,920	$4,140	$281	$500	$781	$4,921
Subtask 2q. VELB	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 2r. Swainson's Hawk	0	0	0	4	4	8	$0	$0	$0	$444	$384	$828	$56	$100	$156	$984
Subtask 2s. Burrowing Owl	0	0	0	4	4	8	$0	$0	$0	$444	$384	$828	$56	$100	$156	$984
Subtask 2t. Reptiles and Amphibians	0	0	0	20	20	40	$0	$0	$0	$2,220	$1,920	$4,140	$281	$500	$781	$4,921
Subtask 2u. Wetland Delineation	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 2v. Unknown Special-Status Plants	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TASK 3. HABITAT MAPPING																
Subtask 3a. Special Status Species	0	0	16	0	0	16	$0	$0	$2,016	$0	$0	$2,016	$0	$0	$0	$2,016
Subtask 3b. Habitat Conditions	0	0	40	0	0	40	$0	$0	$5,040	$0	$0	$5,040	$0	$0	$0	$5,040
Subtask 3c. Wetland Delineation	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 3d. Creek Conditions	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 3e. Vegetation Community	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtask 3f. Oaks	0	0	16	0	0	16	$0	$0	$2,016	$0	$0	$2,016	$0	$0	$0	$2,016
TASK 4. RECOMMENDATIONS	6	12	8	3	3	32	$876	$1,512	$1,008	$333	$288	$4,017	$0	$0	$0	$4,017
TASK 5. DATA ANALYSIS AND REPORT PREPARATION																
Subtask 5a. Data Analysis	0	4	24	0	40	68	$0	$504	$3,024	$0	$3,840	$7,368	$0	$0	$0	$7,368
Subtask 5b. Draft and Final Reports	2	24	32	0	100	158	$292	$3,024	$4,032	$0	$9,600	$16,948	$0	$0	$0	$16,948
Subtask 5c. Wetland Delineation Report	0	0	0	0	0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL	12	60	144	272	412	900	1752	7560	18144	$30,192	$39,552	$97,200	$3,769	$6,700	$10,469	$107,669

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Reconstruction Project - Change Order No. 3 and Notice of Completion

Date: January 14, 2025

Submitted By: Rick Lawrence, Public Works Manager
Justin Nartker, Public Works Director

Department: Public Works

Recommendation:

A. Adopt a Resolution of the City Council of the City of Rocklin Approving Change Order No. 3 and Authorizing the City Manager to Execute Change Order No. 3 with McGuire and Hester, Inc.
B. Adopt a Resolution of the City Council of the City of Rocklin Accepting the Public Work Known as the Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Reconstruction Project, Approving the Notice of Completion Thereof, and Authorizing and Directing the Execution and Recordation of Said Notice on Behalf of the City (McGuire and Hester, Inc).

Background:

On February 27, 2024, the City Council awarded the Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Reconstruction Project (Resolution No. 2024-058) to McGuire and Hester, Inc. in the amount of $1,388,997.50 with a 15% contingency of $208,349.62 for a total project not-to-exceed amount of $1,597,347.12. The project consists of the removal and replacement of three (3) inches of failed asphalt on Five Star Boulevard, Destiny Drive, and Argonaut Avenue.

This project was completed on September 20, 2024. Two (2) change orders were issued for a total change order amount of $350,846.12 increasing the project cost to $1,739,843.62. In reviewing the final payment invoice, it was found that some of the materials used came in under the original estimated amounts resulting in a contract deduction of $5,815.10.

Balancing Change Order No. 3 is being issued to deduct $5,815.10 from the contract total, bringing the total contract price to $1,734,028.52. Additionally, as part of the project, work was done for South Placer Municipal Utility District (SPMUD) in the amount of $51,900 and Placer County Water Agency (PCWA) in the amount of $64,000, which will be directly reimbursed to the city in the amount of $115,900. This brings the total construction cost to:

- Original Cost $1,388,997.50
- Change Orders 1,2,3 $ 345,031.02
- SUB TOTAL $1,734,028.52
- Utility Reimbursement -$ 115,900.00
- PROJECT TOTAL $1,618,128.52

The City's cost is over the authorized project amount of $1,597,374.12 by $20,781.40. The overage will be funded out of the SB325 Gas Tax Fund (210). Staff recommends the City Council accept the public work known as the Five Star Boulevard, Destiny Drive and Mission Hills Phase IV Reconstruction Project, accept the Notice of Completion, and authorize and direct the execution and recordation of the Notice of Completion on behalf of the City.

Fiscal Impact:
The budgets authorized for the Five Star and Destiny Drive Reconstruction Project (50049) and the Mission Hills Phase IV Project under the SB 325 Sales Tax Fund (210) and the Other Reimbursable Fund (275) have sufficient funds to cover the total construction cost.

ATTACHMENTS:
1. Resolution A - Change Order No. 3
2. Resolution B - Notice of Completion

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN
APPROVING CHANGE ORDER NO. 3 AND AUTHORIZING THE CITY MANAGER
TO EXECUTE CHANGE ORDER NO. 3 WITH MCGUIRE AND HESTER, INC.

WHEREAS, the Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Reconstruction Project consisted of the removal and replacement of three inches of failed asphalt; and,

WHEREAS, on February 27, 2024, the City Council of the City of Rocklin adopted Resolution No. 2024-058, awarding the Construction Agreement to McGuire and Hester, Inc. in the amount of $1,388,997.50 plus a 15% contingency of $208,349.62, resulting in a total construction not-to-exceed amount of $1,597,347.12; and

WHEREAS, to date, two (2) Change Orders have been issued for a total amount of $350,846.12 bringing the current project amount to $1,739,843.62; and

WHEREAS, balancing Change Order No. 3 addresses the differences between the original material quantities and the actual quantities used resulting in a deductive change order of $5,815.10 bringing the final project cost to $1,734,028.52; and

WHEREAS, after applying utility reimbursements from South Placer Municipal Utility District ($51,900) and Placer County Water Agency ($64,000), the total project cost for the City of Rocklin's portion is reduced to $1,618,128.52; and,

WHEREAS, the budgets authorized for the Five Star and Destiny Drive Reconstruction Project (50049) and the Mission Hills Phase IV Project under the SB 325 Sales Tax Fund (210) and the Other Reimbursable Fund (275) have sufficient funds to cover the total construction cost.

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

Section 1. The City Council hereby approves and authorizes the City Manager to execute Change Order No. 3 to the Five Star Boulevard, Destiny Drive and Mission Hills Phase IV Reconstruction Project, providing a credit for materials that were not used attached hereto as Exhibit A.

PASSED AND ADOPTED this 14th day of January, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

CHANGE ORDER

CHANGE ORDER NO.: 3	**PROJECT NAME: Five Star Blvd., Destiny Dr., and Mission Hills Phase IV Reconstruction Project (2024-58)**
DATE OF ISSUANCE: 1/14/2024	**CONTRACTOR: McGuire & Hester, Inc.**

You are directed to make the following changes to the plans and specifications or do the following work not included in the plans and specifications on this contract. (Describe work to be done, estimate of quantities, and prices to be paid. Segregate between additional work at contract price, agreed price and force account. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.)

JUSTIFICATION:

- The actual materials amounts used were less than the original amounts estimated. This downward revision results in a contract deduction of $5,815.10.

CHANGE TO CONTRACT PRICE	CHANGE TO CONTRACT TIME
Original Contract Price: $1,388,997.50	Original Contract Time: 30 calendar days
Current Contract price, as adjusted by previous change orders: $1,739,843.62	Current contract time, as adjusted by previous change orders: 30 calendar days
The Contract Price due to this Change Order will be decreased by $5,815.10	The Contract Time due to this Change Order will be increased by 0 calendar days.
The new Contract Price due to this Change Order will be: $1,734,028.52	The new Contract Time due to this Change Order will be 30 calendar days

NOTE: TO BE EFFECTIVE, THIS ORDER MUST BE APPROVED BY THE CITY MANAGER OR HER DESIGNEE.

Requested by:_____ Justin Nartker, Director of Public Services	Approved by: _____ Aly Zimmermann, City Manager
Date: 12/10/2024	Date:

We, the undersigned contractor, have given careful consideration to the change proposed, and agree, if the proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified and will accept as full payment therefore the prices shown above.

Accepted by: _____ Jeff Hoebel, Area Manager	Date: 12/10/24

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ACCEPTING THE PUBLIC WORK KNOWN AS THE FIVE STAR BOULEVARD, DESTINY DRIVE, AND MISSION HILLS PHASE IV RECONSTRUCTION PROJECT, APPROVING THE NOTICE OF COMPLETION THEREOF, AND AUTHORIZING AND DIRECTING THE EXECUTION AND RECORDATION OF SAID NOTICE ON BEHALF OF THE CITY
(McGuire and Hester, Inc.)

WHEREAS, on February 27, 2024, the City Council of the City of Rocklin adopted Resolution No. 2024-058 awarding the contract for the Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Reconstruction Project to McGuire and Hester in the amount of $1,388,997.50; and

WHEREAS, this project consisted of the removal and replacement of three inches of failed asphalt on Five Star Boulevard, Destiny Drive and Argonaut Avenue; and

WHEREAS, Rocklin Municipal Code section 3.04.050 authorized a contingency amount of fifteen percent of the contract, Five Star Boulevard, Destiny Drive and Mission Hills Phase IV at $208,349.62, which was approved by the City Council of the City of Rocklin for a total authorized project cost of $1,597,347.12; and

WHEREAS, three (3) change orders were issued increasing the cost by $345,031.02 bringing the project amount to $1,734,028.52; and

WHEREAS, South Placer Municipal Utility District (SPMUD) in the amount of $51,900 and Placer County Water Agency (PCWA) in the amount of $64,000 is reimbursing the City a total of $115,900.00 for work done on their behalf bringing the City's total cost to $1,618,128.52.

WHEREAS, the project was completed on September 20, 2024 and funded using SB325 Sales Tax Funds (Fund 210) for Five Star Boulevard and Destiny Drive in the amount of $1,132,928 (rounded), SB1 Road Maintenance and Rehabilitation Funds (205) in the amount of $485,201 (rounded) for Mission Hills Phase IV, and SPMUD and PCWA reimbursements (Fund 275) in the amount of $115,900.00.

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

Section 1. the attached Notice of Completion, Exhibit B, relative to the public work known as the Five Star Boulevard, Destiny Drive, and Mission Hills Phase IV Reconstruction Project, is hereby approved and the public work accepted.

Section 3. The Public Works Director is authorized and directed to execute said Notice on behalf of the City of Rocklin.

Section 4. The City Clerk is authorized and directed to record said Notice in the Office of the Placer County Recorder when fully executed and notarized and within ten (10) days of Council approval.

Section 5. The City Manager is hereby authorized to make any necessary financial, budgetary, and accounting transactions in connection with the Five Star Blvd., Destiny Dr., and Mission Hills Phase IV and to undertake all actions necessary to close out the project.

PASSED AND ADOPTED this 14th day of January 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Recording Requested by and Return to:

No Fee Per Gov't Code §27383

City Clerk
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work known as the Five Star Boulevard, Destiny Drive. and Mission Hills Phase IV Reconstruction Project is complete. The locations of said project are Five Star Boulevard, Destiny Drive, and Argonaut Avenue, Rocklin, CA. The owner of said project is the City of Rocklin. The date of completion was September 20, 2024. The contractor on the project was McGuire and Hester, Inc., and the surety on said project was Western Surety Company.

I, Justin Nartker, being first duly sworn, depose and say: I am the Public Works Director of the City of Rocklin, a general law city in the State of California, owner of the property described in the above Notice. I am duly authorized to make this verification for and on behalf of the City of Rocklin. I have read the Notice of Completion, and know its contents and the facts stated therein are true.

City of Rocklin

ATTEST:

_____
Justin Nartker, Public Works Director - City of Rocklin – 3970 Rocklin Road- Owner of the Public Work Improvement

_____
Avinta Singh, City Clerk

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:_____ Signature:_____
Justin Nartker, Public Works Director
Rocklin, California

Exhibit A

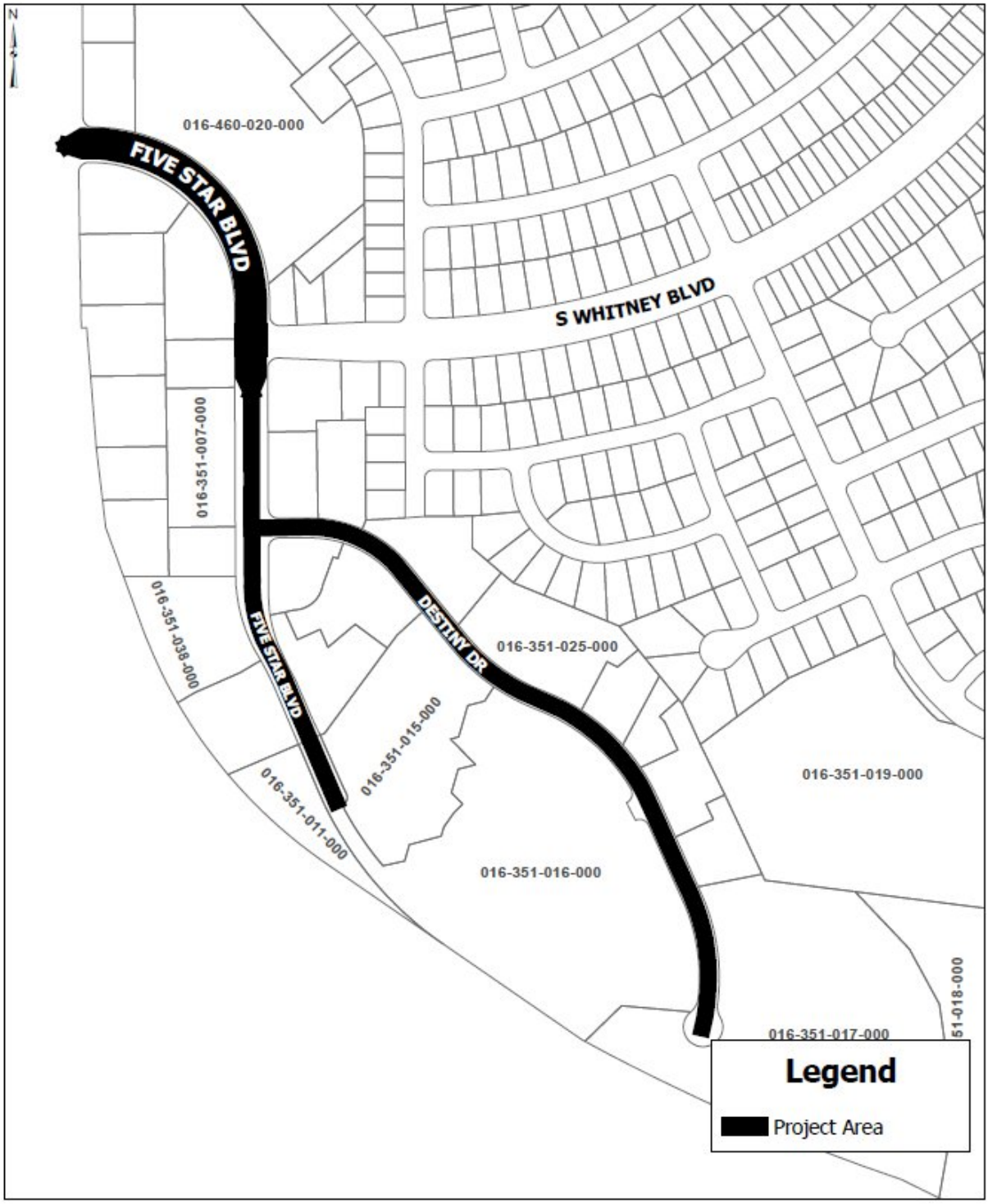
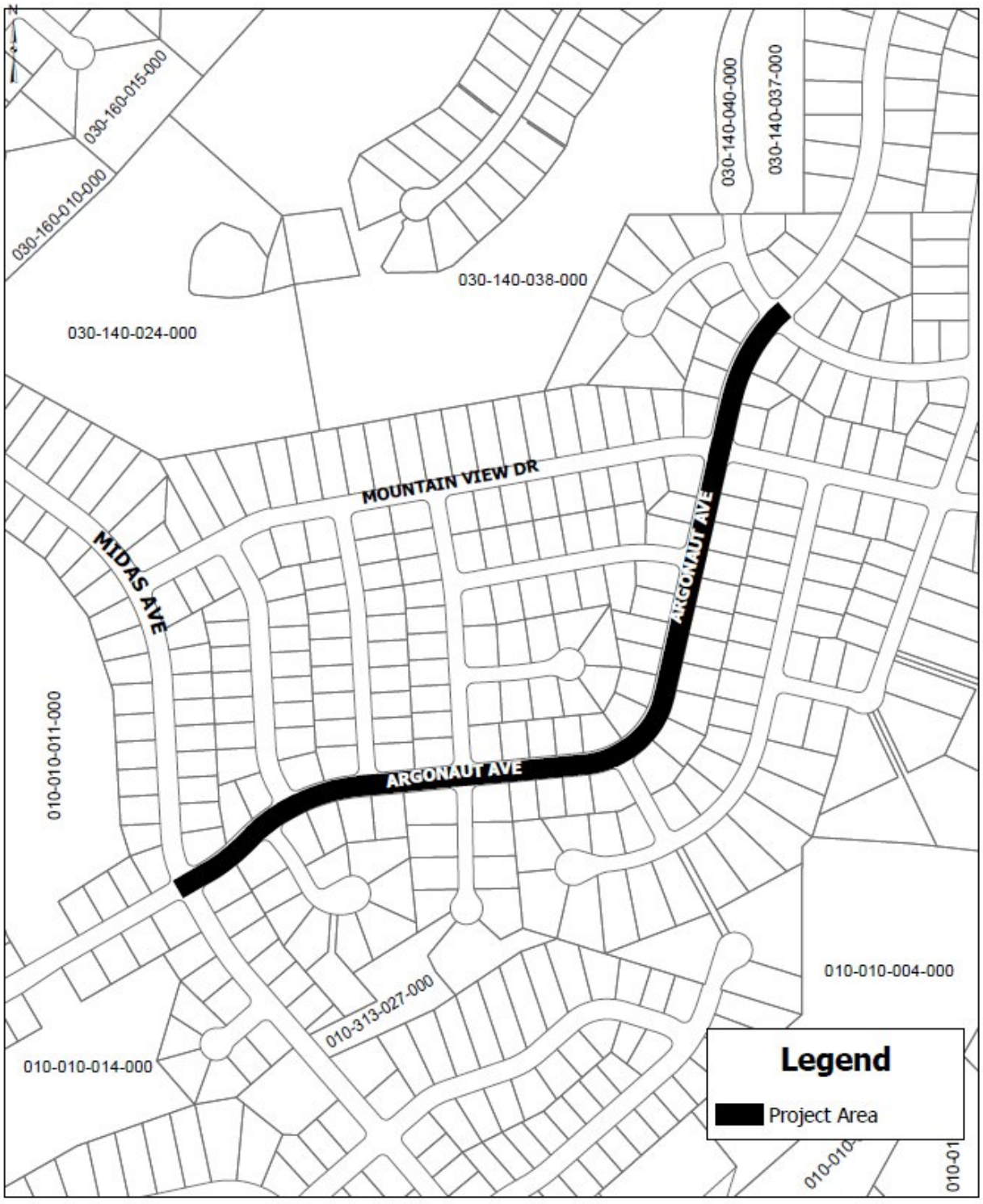

N
016-460-020-000
FIVE STAR BLVD
S WHITNEY BLVD
016-351-007-000
016-351-038-000
FIVE STAR BLVD
DESTINY DR
016-351-025-000
016-351-015-000
016-351-019-000
016-351-011-000
016-351-016-000
016-351-017-000
51-018-000
Legend
Project Area

Exhibit B


030-160-015-000
030-160-010-000
030-140-040-000
030-140-037-000
030-140-038-000
030-140-024-000
MOUNTAIN VIEW DR
MIDAS AVE
ARGONAUT AVE
ARGONAUT AVE
010-010-011-000
010-313-027-000
010-010-004-000
010-010-014-000
Legend
Project Area

City Council Staff Report

Subject: BARRO Zone Modifications / Zoning Ordinance Amendment, ZOA2024-0003

Date: January 14, 2025

Submitted By: Nathan Anderson, Senior Planner
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:
Conduct a Public Hearing and Consider the Following Action:
Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Amending Sections of Chapter 17.59 – Business Attraction, Retention, and Revitalization Overlay (BARRO) Zone and Amending the Citywide Zoning Map to Add Approximately Five Acres Into the BARRO Zone (BARRO Zone Modifications / ZOA2024-0003)

Background:
The staff report is included as Attachment 1 in order to maintain the integrity of the formatting.

ATTACHMENTS:
1. Staff Report
2. Ordinance - BARRO Zone Amendments with Exhibits

ROCKLIN
CALIFORNIA

City Council
Staff Report

Subject: **BARRO Zone Modifications**
Zoning Ordinance Amendment, ZOA2024-0003

Date: January 14, 2025

Submitted By: Nathan Anderson, Senior Planner
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:
As the entitlement request includes a legislative action which requires approval of an ordinance, a two-meeting process is required.

The Planning Commission and staff recommend City Council approval of the following:

January 14, 2025 – First reading of ordinance:

Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Amending Sections of Chapter 17.59 – Business Attraction, Retention, and Revitalization Overlay (BARRO) Zone and Amending the Citywide Zoning Map to Add Approximately Five Acres Into the BARRO Zone (BARRO Zone Modifications / ZOA2024-0003)

January 28, 2025 – Final action for ordinance:

Adopt an Ordinance of the City Council of the City of Rocklin Amending Sections of Chapter 17.59 – Business Attraction, Retention, and Revitalization Overlay (BARRO) Zone and Amending the Citywide Zoning Map to Add Approximately Five Acres Into the BARRO Zone (BARRO Zone Modifications / ZOA2024-0003)

Proposal:
The proposed project seeks to amend specific sections of Chapter 17.59 – Business Attraction, Retention, and Revitalization Overlay (BARRO) Zone in the Rocklin Municipal Code to:

A) Allow for approval of conditional use permits for specific “active street life” uses that are not outlined in standard zoning districts, including but not limited to breweries, wineries, event centers, artisan food production and tasting rooms, art galleries, etc.;
B) Authorize the Community Development Director to refer certain projects to the Planning Commission;
C) Increase the maximum acreage of parcels subject to the BARRO Zone development standards, from three (3) acres to five (5) acres, to align with Section 15332 (In-Fill Development Projects) of the CEQA Guidelines; and
D) Minor modifications to align with State law.

In addition, the proposed project seeks to amend the Citywide Zoning Map to modify the boundaries of the BARRO Zone to add approximately five (5) acres of vacant property located northwest of the Quarry Adventure Park.

Proponent:
The proposed Zoning Ordinance Amendment was initiated by the City of Rocklin.

Summary of Planning Commission Hearing and Action:
On December 3, 2024, the Planning Commission (Commission) considered the proposed project. Staff presented the project details, after which the Commission asked about the public hearing process for Conditional Use Permits within the BARRO Zone. Staff explained that while the specifics are still being finalized, these hearings will follow the same public notice procedures as Planning Commission and City Council meetings. The hearings will be held at City Hall, with the Director serving as the approving authority. These meetings will provide an opportunity for public input before the Director makes a decision on the application.

During the public hearing, no members of the public offered comments. The Commission expressed unanimous support for the project and voted 5-0 to recommend that the City Council approve the proposed BARRO Zone Modifications.

Location:
The proposed Zoning Ordinance Amendment would apply within areas designated as BARRO Zone on the official Citywide Zoning Map.

The proposed modifications to the Citywide Zoning Map would include the additions of Assessor Parcel Numbers (APNs) 010-170-026 and 010-170-001, as well as portions of APNs 010-170-028 and 010-230-015, not including the developed Quarry Adventure Park area.

Background:
In July 2012, the City Council approved the creation of the BARRO Zone (ZOA-2011-03). This zone was codified in the Rocklin Municipal Code (RMC) as Chapter 17.59. The primary purpose of the zone is to create an opportunity to utilize an alternative zoning tool to attract, retain, and revitalize businesses and improve facades/streetscapes in older areas of town and improve older developments of the City where vacancies are high.

Unlike the traditional approval process, the BARRO Zone allows for a streamlined regulatory process by allowing staff level review and approval. The BARRO Zone delegates the responsibility for approval to the Community Development Director, eliminating the need for the preparation of staff reports, minutes, agendas, etc. Therefore, the cost of approving these small projects is significantly less and the review period is much faster than the traditional process. While traditional design review / conditional use permit fees which typically range from approximately $15,000 to $25,000 and typically take 4-6 months, BARRO Zone approvals typically cost less than $6,000 and typically take 1-2 months.

The BARRO Zone is also designed to increase flexibility, particularly within the downtown area along Pacific Street, by allowing a mix of commercial and residential uses by right. Staff is tasked with evaluating each project on its own merits as it pertains to Design Guidelines based on the following direction from City Council:

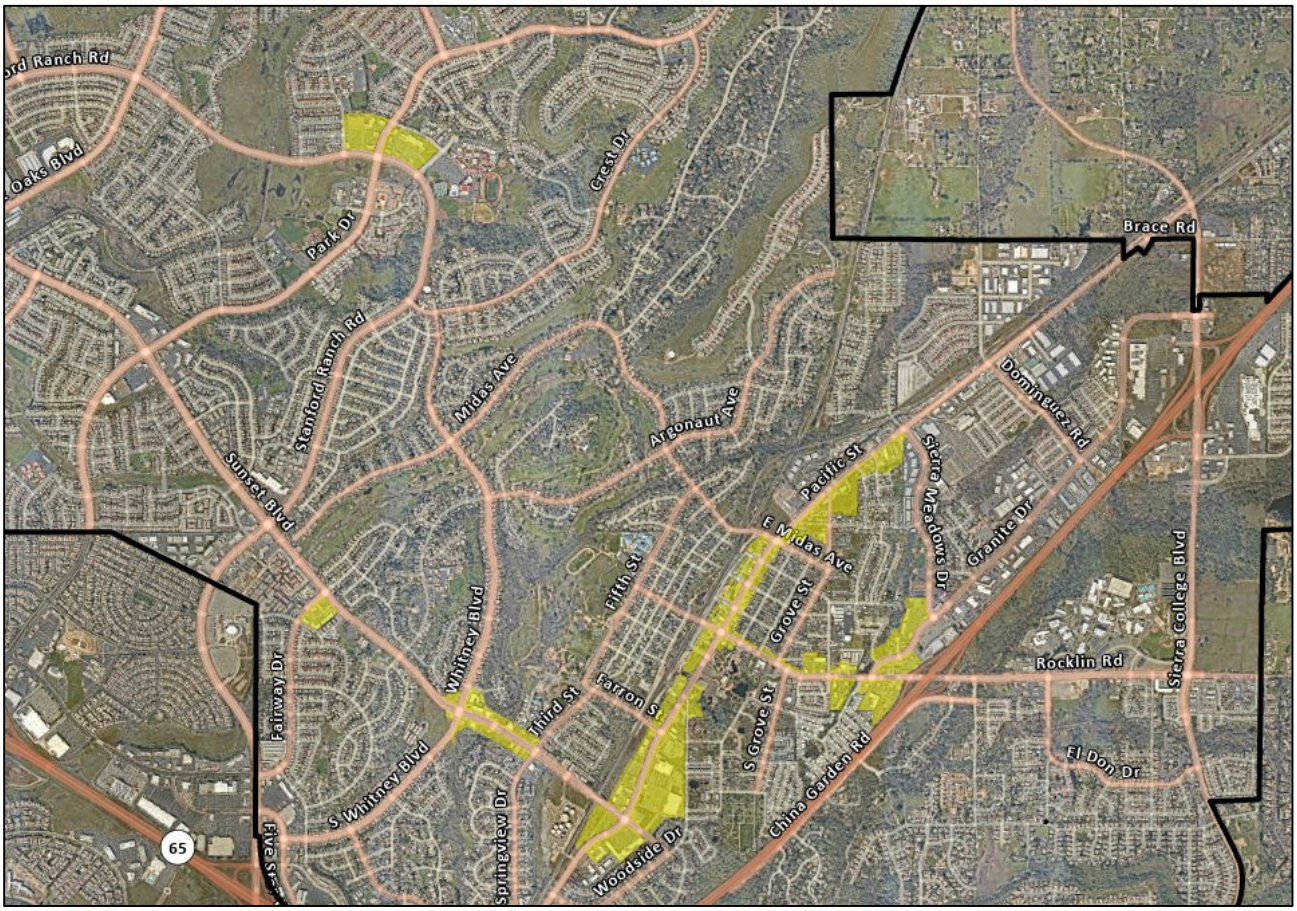
> *The Community Development Director is hereby authorized to exercise wide latitude and significant discretion in determining if, when and how to apply specific provisions of the Rocklin Downtown Revitalization Plan and Design Guidelines and the Citywide Design Review Guidelines, and as applicable to a particular project site based on the unique characteristics of the project site and the immediately surrounding properties in order to achieve the best possible project consistent with the overall goal of promoting the development of economically viable, cohesive, and attractive neighborhoods." (RMC Section 17.75.070.C.2.B)*

In September 2014, the BARRO Zone was amended to expand the overlay into three additional areas, including:

- The two existing shopping centers at Stanford Ranch and Park Drive
- The Fairway Downs Center at Fairway Drive and Sunset Boulevard
- The Sierra Meadows Shopping Center at Granite Drive and Sierra Meadows Drive

The current boundaries of the BARRO Zone, as reflected on the Citywide Zoning Map, are shown in yellow on **Figure 1**.

Figure 1. Existing BARRO Zone Boundaries (Yellow)



Proposed Modifications:

Allowed Uses

While staff recognizes the BARRO Zone as a valuable tool for encouraging mixed-use development and simplifying the application process, it falls short in actively promoting vibrant, pedestrian-oriented uses in the downtown area. Currently, none of Rocklin's zoning districts are designed to facilitate these types of active, community-centered uses that would draw people to the area, such as breweries, art studios, or entertainment venues. The BARRO Zone has the potential to fill this gap by effectively creating a district that not only supports mixed-use, but also intentionally encourages dynamic businesses and experiences that contribute to a lively street presence.

Expanding the BARRO Zone's potential to prioritize active, street-level uses could significantly enhance downtown Rocklin, attracting a diverse mix of businesses and fostering a stronger sense of community. By integrating these uses within the BARRO Zone framework, Rocklin could create a distinctive and inviting downtown that meets the needs of both residents and visitors while driving economic growth and adding vibrancy to the city center in a way that existing zoning districts do not currently facilitate.

As more residents move into the area and new businesses emerge, Rocklin's downtown could evolve into a lively, self-sustaining neighborhood that appeals to various interests. The flexibility to allow for breweries, wineries, live music venues, art galleries, and other interactive uses within the BARRO Zone could greatly enhance downtown's atmosphere and strengthen its community appeal. These types of active businesses not only encourage foot traffic but also create natural spaces for social interaction, benefiting other establishments in the area, including Quarry Park. By drawing people into the district, the BARRO Zone could help transform downtown Rocklin into a hub of activity and connection, supporting both local businesses and community life.

To facilitate a more vibrant downtown environment, staff is proposing modifications to Section 17.59.080 (Permitted Uses) of the BARRO Zone. These changes would retain the existing permitted uses within the BARRO Zone, while also allowing for the following additional uses, subject to review and approval of a Conditional Use Permit (CUP):

1. Breweries, distilleries, and wineries;
2. Live music;
3. Event centers;
4. Artisan food and beverage production/tasting rooms;
5. Art galleries and creative studios (ceramics/pottery, paint & sip businesses, etc.) open to the public; and
6. Other similar uses, as determined by the Community Development Director, that enhance street life and promote business activity.

These proposed additions aim to encourage active, pedestrian-friendly uses that can help transform downtown into a lively, engaging destination, fostering social interaction and supporting a diverse mix of businesses, but the performance standards for neighborhood compatibility currently within the BARRO Zone would still be applicable.

Approval Authority

As previously discussed, staff considers the BARRO Zone a valuable tool, offering administrative approvals that help property owners and potential business owners reduce costs and time. However, staff believes that not all potential uses, especially some of those discussed earlier, should be approved administratively within the BARRO Zone without undergoing a public hearing. Currently, the Community Development Director lacks a codified authority to refer a project within the BARRO Zone to the Planning Commission for review. Under the current framework, the only available option is for the Director to deny the application, which would allow the applicant to appeal the decision to the Planning Commission.

This process creates unnecessary complications for projects that may have staff support but could benefit from the Planning Commission's perspective. To address this, staff recommends modifying Section 17.59.050 (Authority For Approvals; Determination; Fees) to authorize the Director with discretionary authority to elevate any project within the BARRO Zone to the Planning Commission for review, and to require the applicant to pay application fees more in line with a standard entitlement process, as follows:

The Community Development Director shall have the authority to elevate any project within the BARRO Zone to the Planning Commission if the Director determines that the project may impact, or would not be compatible with, surrounding properties, or that the project could adversely impact surrounding uses due to project elements including, but not limited to, traffic, noise and safety impacts. The Director may elevate the review at any stage of the process to ensure proper evaluation of potential impacts. If the Director determines that elevation to the Planning Commission is necessary, additional fees may be imposed to compensate the City for the cost of processing the application.

Project Site Limitations

RMC Section 17.59.070 (Limitations on Approval Authority) currently specifies that administrative approvals in the BARRO Zone are limited to projects of a size and scope consistent with the standards for in-fill development outlined in the California Environmental Quality Act (CEQA) Guidelines, CCR Section 15332—In-Fill Development Projects. However, Section 17.59.070.B restricts BARRO Zone projects to sites no larger than three acres, which was consistent with the three-acre limit established by the Governor's Office of Planning and Research when that categorical exemption category was created in 1998; however, that size limitation has since been amended to reflect that CEQA Section 15332 now allows in-fill projects on sites up to five acres in size.

Although few areas within the BARRO Zone can support projects larger than three acres, staff is proposing the inclusion of a new site within the boundaries of the BARRO Zone, discussed below, which spans approximately five acres. Given that this site size aligns with current CEQA Section 15332 standards, staff recommends increasing the maximum project size permitted within the BARRO Zone to five acres. This adjustment would align the BARRO Zone standards with State CEQA Guidelines and support potential development opportunities on larger sites.

Modifications to Comply with State Law

Following a review of the proposed amendments by the City Attorney's Office, it was determined that further revisions to Section 17.59.050 are necessary to ensure compliance with State law. Specifically, Government Code Section 65905 mandates that applications for a conditional use permit must include a noticed public hearing. This hearing may be conducted by the Community Development Director and does not require review by the Planning Commission or City Council.

To address this requirement, staff proposes adding the following language:

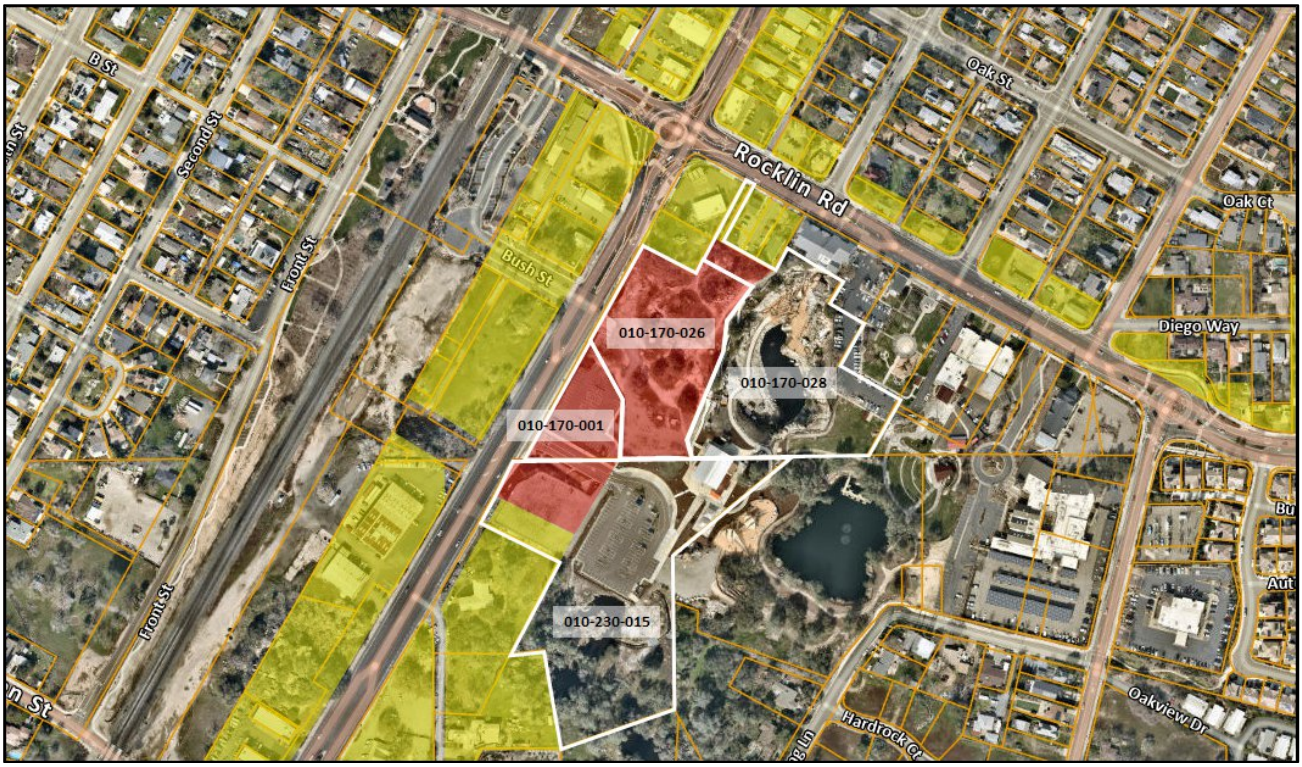
Projects within the BARRO Zone which include an application for a conditional use permit shall require a noticed public hearing process, pursuant to State law. Following this hearing, the community development director shall have the authority to act on the application.

Expansion of BARRO Zone Boundaries

The proposed project seeks to amend the Citywide Zoning Map to modify the boundaries of the BARRO Zone to add approximately five (5) acres of vacant property located northwest of the Quarry Adventure Park. This area includes Assessor Parcel Numbers (APNs) 010-

170-026 and 010-170-001, as well as portions of APNs 010-170-028 and 010-230-015, not including the developed Quarry Adventure Park area. See **Figure 2**.

Figure 2. BARRO Zone Expansion Area in Red (Parcel Line Overlays in White)



The property identified as APN 010-170-026, covering approximately three (3) acres, is known as the Big Gun site. Located directly behind City Hall, the Big Gun Quarry was the last operational granite quarry in the area. Until 2017, the site housed several large quarry structures, including the Big Gun cutting shed, related buildings, and mining equipment. Although properties on both sides of Pacific Street were initially included within the BARRO Zone boundaries when the overlay was established in 2012, the Big Gun site was excluded at that time, presumably due to the presence of these structures.

The City subsequently removed these structures and equipment from the site. With their removal, this property, along with other properties previously mentioned, can now be incorporated into the BARRO Zone area without concerns about the site's historic significance. See **Figure 3** for an aerial photo of the site from 2016, which shows the former mining structures.

Figure 3. Former Big Gun Site (Aerial Photo from 2016)



The Big Gun site is currently owned by the Successor Agency to the Redevelopment Agency to the City of Rocklin. On January 23, 2024, the Rocklin City Council adopted a Resolution of the Successor Agency approving a purchase and sale agreement for this property with G3 Concepts.

G3 Concepts develops both commercial and multifamily projects, including the SLO Public Market in San Luis Obispo, which they currently own and operate with over 20 diverse business types. Their concept for the Big Gun site is a “Rocklin Public Market” project, which would be a public market building, featuring food and beverage vendors on the first floor, with an open area on the second floor for events and overflow seating. A second, stand-alone building would house a potential brewery, distillery, and pub, complete with a private outdoor covered patio. Additional buildings will include more traditional retail space, office space, and a few residential units.

This property is currently zoned Planned Development General Retail Service Commercial (PD-C4). The zoning was established and is further defined by the Rocklin Civic Center Plan. The PD-C-4 zone in the Civic Center Master Plan area defaults to the C-4 Zone in the Rocklin Municipal Code. While the C-4 Zone allows for a variety of retail, restaurant, and offices uses,

it does not provide for brewery / distilleries uses, nor does it allow for the residential uses envisioned as part of the potential project.

Although no project application has been submitted for this or any other use on the site, staff is proactively working to support the site's potential development if a future application is received.

Conclusion:
The approval of the proposed BARRO Zone amendments would have the potential to enable future development on the former Big Gun site and could contribute to energizing development throughout the downtown area. It is important to note that approving these changes to the BARRO Zone does not authorize any specific development project. Instead, it establishes a framework for the City to review and potentially approve these types of uses in the BARRO Zone in the future. If a “Rocklin Public Market” or similar project is proposed within this area, the approved amendments would allow staff to bring a Conditional Use Permit and Design Review for this project to the Planning Commission in a public hearing.

Environmental Determination:
The proposed BARRO Zone modifications do not authorize any development project. Instead, each future development proposal will undergo an appropriate environmental review at the time it is submitted. The proposed text amendments to Chapter 17.59 and the modification to expand the BARRO Zone boundaries by approximately five acres are exempt from the California Environmental Quality Act (CEQA) under Sections 15060(c)(2) and 15061 (b)(3), as the activity will not result in a direct or reasonably foreseeable indirect physical change to the environment.

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN AMENDING SECTIONS OF CHAPTER 17.59 – BUSINESS ATTRACTION, RETENTION, AND REVITALIZATION OVERLAY (BARRO) ZONE AND AMENDING THE CITYWIDE ZONING MAP TO ADD APPROXIMATELY FIVE ACRES INTO THE BARRO ZONE

The City Council of the City of Rocklin does ordain as follows:

Section 1. Purpose. The purpose of this ordinance is to amend specific sections of the Rocklin Municipal Code (RMC) and Citywide Zoning Map as follows:

A. To modify Section 17.59.080 – Permitted Uses to allow for approval of additional uses within the Business Attraction, Retention, and Revitalization Overlay (BARRO) Zone, subject to review and approval of a Conditional Use Permit (CUP). Such uses include the following:
    a. Breweries, distilleries, and wineries;
    b. Live music;
    c. Event centers;
    d. Artisan food and beverage production/tasting rooms;
    e. Art galleries and creative studios (ceramics/pottery, paint & sip businesses, etc.) open to the public; and
    f. Other similar uses, as determined by the Community Development Director, that enhance street life and promote business activity

B. To modify Section 17.59.050 – Authority for Approvals; Determination; Fees to authorize the Community Development Director (Director) to elevate any project within the BARRO Zone to the Planning Commission for review and approval and to make other modifications to this section to ensure compliance with State law.

C. To modify Section 17.59.050 – Authority for Approvals; Determination; Fees to require the Community Development Director to hold a public hearing for projects within the BARRO Zone which include an application for a conditional use permit, consistent with State law.

D. To modify Section 17.59.070(B) – Limitations on Approval Authority to increase the maximum acreage of projects subject to the BARRO Zone development standards, from three (3) to five (5) acres, to align with Section 15332 (In-Fill Development Projects) of the California Environmental Quality Act (CEQA) Guidelines.

E. To modify the Citywide Zoning Map boundaries of the BARRO Zone to add approximately five (5) acres of vacant property located northwest of the Quarry Adventure Park, consisting of Assessor Parcel Numbers (APNs) 010-170-026 and 010-170-001, as well as portions of APNs 010-170-028 and 010-230-015.

Section 2. Authority. The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution and Government Code section 37100.

Section 3. Amendment to Code. The City Council hereby approves the amendments to Rocklin Municipal Code Chapter 17.59 "Business Attraction, Retention, and Revitalization Overlay Zone" as set forth in Exhibit A, attached hereto and incorporated herein by this reference and the amendment to the Citywide Zoning Map as set forth in Exhibit B attached hereto and incorporated herein by this reference.

Section 4. Environmental. The proposed amendments to the Rocklin Municipal Code and to the Citywide Zoning Map will not result in a direct or reasonably foreseeable indirect physical change to the environment under CEQA, and are therefore exempt under sections 15060(c)(2) and 15061(b)(3) of the State CEQA Guidelines.

Section 5. Severability. If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 6. Effective Date. Within 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 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 January 14, 2025, by the following vote:

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on _____, 20__, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

First Reading:
Second Reading:
Effective Date:

EXHIBIT A

Chapter 17.59 is hereby amended as follows. Amendments to this chapter appear in strike/add format and are highlighted.

Chapter 17.59 BUSINESS ATTRACTION, RETENTION, AND REVITALIZATION OVERLAY ZONE

17.59.010 Business Attraction, Retention, and Revitalization Overlay zone.

This chapter establishes the Business Attraction, Retention, and Revitalization Overlay zone (the "BARRO zone"). The creation of this overlay zone provides a mechanism for a person to propose a commercial, residential or residential—nonresidential—mixed-use development that is beneficial to the community and implements the city's general plan policy of flexibility and innovation in development and planning techniques. Development of property within the overlay zone is subject to the regulations of Title 17 as modified by this chapter. The properties included within the Business Attraction, Retention, and Revitalization Overlay zone shall be indicated on the official zoning maps of the city by distinct shading over the affected properties.

(Ord. No. 986, § 2(Exh. B), 8-14-2012)

17.59.020 Findings.

In approving this chapter, the city council of the city of Rocklin finds and determines that:

A. The continued vitality of older commercial areas is essential to the economic well-being of the city and to the needs of citizens.

B. Fees, project entitlement processes, and development standards created primarily for the development of raw land have the unintended consequence of discouraging the improvement and renovation of older developments; especially those that consist of a single building, a small commercial cluster, and/or undersized and underutilized lots.

C. Many of the properties located within the Business Attraction, Retention, and Revitalization Overlay zone are characterized by structures that are sixty to one hundred plus years old, small lots, and/or outdated development patterns. As a result, the strict application of the development standards found in this title effectively act to discourage the use, redevelopment, and enhancement of individual properties and clusters of properties within the BARRO zone area.

D. Providing a process for revitalization of older commercial areas focused on flexible development standards, streamlined approval processes, and reduced application fees, will benefit the city by improving their appearance and economic vitality, providing opportunities for pedestrian friendly amenities, and when appropriate, allowing for small scale residential development.

E. The BARRO zone district currently contains a mix of residential and commercial structures and uses. The creation and implementation of the BARRO zone creates a bridge tool for development in the BARRO zone district. The city council finds that inclusion of both commercial and residential uses in the BARRO zone is consistent with and implements the Rocklin General Plan including the following land use goals and policies:

1. Goal for Commercial Land Use: To retain and renew existing commercial land uses and designate sufficient new commercial areas to meet future city needs.

2. Policies for Commercial Land Use:

   a. To promote and renew as needed, the Pacific Street, Rocklin Road, Sunset Boulevard, and Granite Drive business districts in order to provide diversified business opportunities.

   b. To approve designation of sufficient commercial land to meet the future needs of the city.

   c. To ensure that adequate parking and access are included in approved commercial development plans.

   d. To avoid "strip commercial" land uses in newly developing areas by encouraging the "village concept" of grouping commercial land use in village core areas.

   e. To minimize conflicts between new commercial land uses and other land uses, especially residential, park, and recreational uses.

To promote flexibility and innovation in commercial land use through the use of planned unit developments, developer agreements, specific plans and other innovative development and planning techniques.

   f. To maintain development standards and develop new standards, including off-site parking provisions, unique to the central commercial area of Rocklin along Pacific Street from Midas to Farron Streets.

   g. To encourage use of the Rocklin Downtown Revitalization Plan and Design Guidelines when considering projects in the area generally abutting Rocklin Road and Pacific Street from Midas Avenue to Farron Street.

3. Goal for Residential Land Use: To designate, protect, and provide land to ensure sufficient residential development to meet community needs.

4. Policies for Existing Residential Land Use:

   a. To protect existing residential areas from the intrusion of incompatible land uses.

   b. To preserve and enhance the quality of existing residential areas by continuing to provide high-quality public services, by rehabilitating useful structures and by removing substandard units.

c. To continue programs for the prevention of blight, considering all public and private resources available, including: enforcement of all codes, neighborhood rehabilitation programs, and redevelopment agency actions.

d. To encourage active involvement by individuals and citizen organizations in maintaining and upgrading existing residential neighborhoods.

e. To encourage preservation and adaptive reuse of significant historic structures and sites.

f. To require that new development in or near existing residential areas be compatible with those existing neighborhoods.

g. To promote flexibility and innovation in residential land use through the use of planned unit developments, developer agreements, specific plans, mixed use projects, and other innovative development and planning techniques.

h. To maintain development standards unique to Old Town Rocklin that encourage residential development on small lots.

(Ord. No. 986, § 2(Exh. B), 8-14-2012)

17.59.030 Purpose and intent.

This Business Attraction, Retention, and Revitalization Overlay zone concept is an opportunity to utilize an alternative zoning tool for those properties that are within the boundaries of the BARRO zone. The property owner shall have the choice of developing property pursuant to the provisions of the underlying zone, or developing property pursuant to the provisions of this chapter. It is the intent of the city council to create an overlay zone district in Title 17, Zoning of the Rocklin Municipal Code that will provide for the following:

A. Implement a streamlined entitlement review and approval process, and a reduced fee structure, for in-fill development projects within the BARRO zone area;

B. Allow for reduced infrastructure development standards and greater flexibility in the application of the city's approved design guidelines and development standards within the overlay zone in a manner grounded in market realities;

C. Improve the appearance and economic vitality of small and/or older commercial structures and developments and thereby contribute to the overall improvement of older commercial areas by making the regulatory process easier for the owners and tenants to negotiate;

D. Create a vibrant commercial destination with an active street life that would attract travelers and commuters who use Pacific Street as a regional transportation corridor, and where local residents have services, shops, and jobs;

E. Protect, preserve and maintain the integrity of the existing single-family residential neighborhoods immediately adjacent to the BARRO zone area through innovative and thoughtful design techniques;

F. Allow for the use of varying architectural design themes, but require that each design is thoughtfully blended and is compatible with adjoining and adjacent development;

G. Maintain land use and development options so as individual properties become available for development, there are choices between commercial, residential or mixed use projects which are appropriate for current market conditions;

H. Encourage compatibility between residential and commercial uses in areas where residential zones directly abut commercial zones, by permitting greater design flexibility across the existing boundaries of the two zones; and

I. Encourage within the BARRO zone the inclusion of a public open space amenity, or some form of physical interface for the pedestrian. Such features may include:

1. Formal Plazas. A formal plaza would be a publicly accessible open space which has a design that is influenced by classical urban planning design. A formal plaza would typically include some sort of central water fountain and/or symmetrical landscaping.

2. Urban Gardens. An urban garden can be located on the ground level, or on upper levels of a structure. Urban gardens include ornamental landscaping arranged in raised or at-grade planters or planting areas, potted plants and trees. Many times there are sculptures or other forms of public art that are included within the urban garden.

3. Covered Colonnades. Colonnades are linear in design and generous in depth. The intent is to provide a comfortably wide, covered pathway that is adjacent to the openings of a building. Sometimes the second floor of a building is utilized to create the "covered" element of the colonnade.

4. Sidewalk Dining. Sidewalk dining may occur wherever a sidewalk space is ample enough to accommodate dining furniture without impeding pedestrian access of the sidewalk. Sidewalk dining may be defined with a railing or planters, or be open and accessible.

5. Pedestrian Alleys and Walkways. A pedestrian alley or walkway is typically a "lane" that does not follow the alignment of a vehicular street, but provides a pedestrian access to either a public space or some other feature within the interior of a development. Pedestrian alleys or walkways must be designed in such a manner so as to be inviting to pedestrians. Therefore, issues such as lighting, security, line of sight, cleanliness and visual appeal are important considerations to a well designed pedestrian alley or walkway. Sometimes public art, street furniture and access to shops and public spaces are features of pedestrian alleys and walkways.

J. Ensure that the appearance and effects of buildings and uses are harmonious with the character of the area in which they are located.

(Ord. No. 986, § 2(Exh. B), 8-14-2012)

17.59.040 Applicability; conflicts.

A. The provisions of this Chapter 17.59 shall apply to those areas indicted on the zoning map of the city of Rocklin by distinct shading or other identification, and in a manner consistent with the identification of boundaries for other zones set forth in Title 17, shown on the zoning map of the city of Rocklin, and prior decisions of the city regarding the actual boundaries of properties within city land use zones.

B. Conflict. Should a provision of this Chapter 17.59 conflict with any other provision of Title 17 of the Rocklin Municipal Code, or any other city resolutions, ordinances, or regulations of the city, this chapter shall control.

(Ord. No. 986, § 2(Exh. B), 8-14-2012)

17.59.050 Authority for approvals; determination; fees.

A. Pursuant to Chapter 17.72.020.C, the city council designates and authorizes the community development director as the approving authority for design review approvals issued in conformance with this chapter for projects within those areas affected by the Business Attraction, Retention, and Revitalization Overlay zone.

B. Notwithstanding Section 17.70.020, the city council designates the community development director as the approving authority for conditional use permits issued in conformance with this chapter for projects within those areas affected by the Business Attraction, Retention, and Revitalization Overlay zone.

C. The community development director shall review the application for its compliance with the citywide design review guidelines and the Rocklin Downtown Revitalization Plan and Design Guidelines and the conformity of the proposed project with the surrounding properties. The community development director shall have the authority to, and shall take action to grant, grant with conditions, or deny the application based on the information contained in the application and any information obtained from the staff review of the project.

D. Notwithstanding other provisions for fees adopted by city ordinance or resolution, the fees applicable to review and approval of entitlements issued in conformance with this chapter for projects within the BARRO zone shall be determined on the fully loaded hourly rate for city staff utilized to review and approve the project development entitlements, up to a maximum fee as follows:

1. Design review approvals $3,500.00
2. Conditional use permits $2,000.00
3. Environmental review $3,000.00

E. The community development director shall prescribe the forms and documents to be filed for a permit under the provisions of the BARRO zone.

F. When a project subject to design review also requires a discretionary permit, or modification thereof, under Chapter 17.70, the design review application shall be made, processed and heard simultaneously with the other discretionary permit, unless this requirement is waived by the community development director.

G. For design review applications, the community development director may act on the application without a formally noticed public hearing. Notice of a pending application pursuant to the BARRO zone regulations shall be posted on the proposed project site and on the city of Rocklin website. Such notice shall specify that any interested person may view the application materials at the city of Rocklin offices during business hours; the ten-day time period when the public may submit written comments on the proposed project to the city; the date whereon the community development director is expected to take action on the proposed project; and the date by which anyone may appeal of the final action of the community development director in the manner provided by Chapter 17.86.

H. Projects within the BARRO Zone which include an application for a conditional use permit shall require a noticed public hearing process, pursuant to State law. Following this hearing, the community development director shall have the authority to act on the application.

I. The Community Development Director shall have the authority to elevate any project within the BARRO Zone to the Planning Commission if the Director determines that the project may impact, or would not be compatible with, surrounding properties, or that the project could adversely impact surrounding uses due to project elements including, but not limited to, traffic, noise and safety impacts. The Director may elevate the review at any stage of the process to ensure proper evaluation of potential impacts. If the Director determines that elevation to the Planning Commission is necessary, additional fees may be imposed to compensate the City for the cost of processing the application.

(Ord. No. 986, § 2(Exh. B), 8-14-2012)

17.59.060 Special standards.

To encourage economic development, reinvestment, and enhancement of the properties within the boundaries of the district the following special standards shall apply:

A. Nonconforming Standards. Properties located within the Business Attraction, Retention, and Revitalization Overlay zone shall be exempted from the following specific provisions of Title 17, Chapter 17.62, Nonconforming Uses and Structures of the Rocklin Municipal Code:

17.08.080—Commerce or Industry Abutting Residential zone.

17.62.050—Off-street parking deficiency.

17.62.080—Nonconforming use—Conforming structure.

17.62.090—Conforming use—Nonconforming building—Repair and maintenance.

17.62.100—Conforming use—Nonconforming building—Enlargements.

17.62.120—Conforming use—Nonconforming building—Restoration.

17.62.130—Nonconforming use and building—Termination of use.

17.62.140—Nonconforming use and building—Additions, enlargements, repairs.

17.75.070.C.2.—Permit requirements and procedures (signs).

B. Design Guidelines. The community development director is hereby authorized to exercise wide latitude and significant discretion in determining if, when, and how to apply specific provisions of the Rocklin Downtown Revitalization Plan and Design Guidelines and Design Review Guidelines (Feb. 2008, as amended) applicable to a particular project site based upon the unique characteristics of the project site and the immediately surrounding properties in order to achieve the best possible project consistent with the over all goal of promoting the development of economically viable, cohesive, and attractive neighborhoods.

C. Parking. Parking is typically one of the most challenging development standards to meet when attempting to develop older in-fill sites. By its very nature, parking requires a significant dedication of land which cannot be translated into leasable sales area or saleable square footage. However, adequate and easily accessible parking is critical to the long term success and viability of any development.

   1. Parking requirements shall be determined on a project specific basis by the community development director after consideration of the on-site parking standards listed in the Rocklin Zoning Code for the type of development proposed, the physical constraints of the property in question, the availability of nearby on-street parking and public parking facilities, and other potential mitigating factors.

   2. The Old Town area has a series of public parking lots that can be used to assume some or all of the required off-street parking for new development within the BARRO zone district.

   3. Residential uses will be required to provide on-site parking for each residential unit; however, the guest parking requirements may be a candidate for transfer to nearby public parking lots. Commercial uses may propose to transfer up to their entire on-site parking obligation to public parking lots, however, they will be encouraged to maintain handicapped accessible parking on their property, as well as loading areas.

D. Performance Standards for Neighborhood Compatibility. The purpose of this subsection is to ensure that uses in the BARRO zone are not adversely impacted by the adjacent uses, both on-site and off-site, including, but not limited to traffic, noise, and safety impacts. In the interests of both the residents

and the businesses, no project entitlement shall be approved for a project combining residential and commercial uses on the same site, unless the project is designed to meet the following performance standards, in addition to all other applicable regulations of this chapter.

1. Noise.
    a. Residential units shall be constructed so that interior noise levels do not exceed an Ldn of 45 dB(A) in any habitable room.
    b. Commercial uses shall be designed and operated, and hours of operation limited where appropriate, so that neighboring residents are not exposed to offensive noise, especially from traffic or late-night activity.
    c. Common walls between residential and nonresidential uses shall be constructed to minimize the transmission of noise and vibration.
2. Security.
    a. The residential units shall be designed with specific consideration towards the security of residents, including, but not limited to, the provision of separate and secured entrances.
    b. Nonresidential and residential uses located on the same floor of the same building shall not have common entrance hallways or common balconies.
    c. Parking spaces for nonresidential and residential uses shall be specifically designated by posting, pavement marking, and/or physical separation.
3. Lighting.
    a. All outdoor lighting associated with commercial uses shall be designed so as not to substantially and adversely impact surrounding residential uses, while also providing a sufficient level of illumination for access and security purposes. Such lighting shall not blink, flash, occilate, or be of unusually high intensity of brightness.
    b. Parking areas shall be illuminated so as to provide appropriate visibility and security during hours of darkness.
4. Odors, Dust, Vibration. No commercial use shall be designed or operated so as to expose residents to offensive odors, dust, electrical interference, and/or vibration.
5. Refuse Storage and Location. The residential units shall maintain a separate refuse storage container from that used by the commercial uses. It shall be clearly marked for residential use only, and use by commercial uses is prohibited.
6. To the extent feasible, the five factors listed above shall be considered and incorporated into the design of all nonresidential projects abutting

existing residential zones. Residential projects abutting existing nonresidential projects shall be designed to incorporate as many design features as necessary to mitigate for the five factors listed above.

(Ord. No. 986, § 2(Exh. B), 8-14-2012)

17.59.070 Limitations on approval authority.

The administrative approval authority set forth in this chapter shall be limited to projects of a size and scope which are consistent with the standards for in-fill development set forth in the California Environmental Quality Act Guidelines CCR Section 15332—In-Fill Development Projects and the further restrictions set forth in this section. Those standards are as follows:

A. The project is consistent with the applicable general plan designation and the general plan policies set forth in subsection 17.59.020E. above, as well as the zoning designation and regulations stated in this chapter.

B. The proposed development is on a project site of no more than ~~three~~ five acres substantially surrounded by urban uses.

C. The project site has no value as habitat for endangered, rare, or threatened species.

D. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, greenhouse gas emissions, or water quality.

E. The site is adequately served by all required utilities and public services.

F. A project proposing additional story on buildings originally approved by the city council are ineligible for administrative review and approval under this chapter and shall be subject to design review as set forth in Chapter 17.72.

(Ord. No. 986, § 2(Exh. B), 8-14-2012)

17.59.080 Permitted uses.

A. All permitted or conditionally permitted uses in the underlying zone are permitted uses unless the community development director determines that the proposed use warrants the application of operational conditions. In those cases where operational conditions of approval are necessary to make the proposed use compatible with the surrounding uses, a conditional use permit shall be required. In addition, to promote an active street life, enhance the vitality of businesses, and reduce vehicular traffic, residential structures and uses are permitted in the BARRO zone district.

(Ord. No. 986, § 2(Exh. B), 8-14-2012)

B. The following uses may be permitted, subject to review and approval of a Conditional Use Permit (CUP):

1. Breweries, distilleries, and wineries
2. Live music
3. Event centers
4. Artisan food and beverage production/tasting rooms
5. Art galleries and creative studios (ceramics/pottery, paint & sip businesses, etc.) open to the public
6. Other uses of a similar nature, as determined by the Community Development Director, that enhance street life and promote business activity

17.59.090 Appeal.

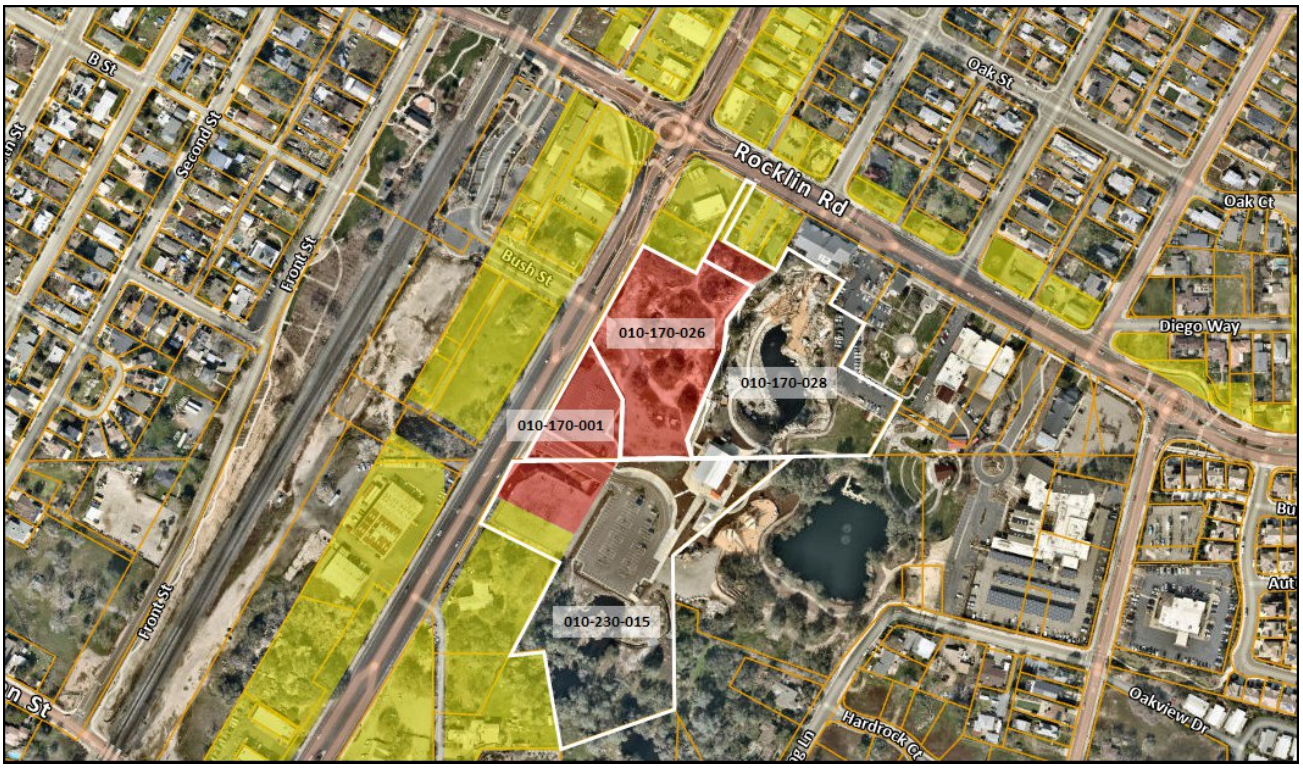
Any person dissatisfied by an act or determination of the community development director relating to the approval or denial of a project application under this chapter, or the interpretation or enforcement of this chapter, may appeal such act or determination to the planning commission as provided in Chapter 17.86.
(Ord. No. 986, § 2(Exh. B), 8-14-2012)

EXHIBIT B

The Citywide Zoning Map is hereby amended to add the following area to the Business Attraction, Retention, and Revitalization Overlay (BARRO) Zone. These modifications include the following:

Assessor Parcel Numbers (APNs) as listed below and as shown on the following figure. Only the portions of the figure shown in red shall be added to the existing BARRO Zone area, shown in yellow.

- 010-170-026
- 010-170-001
- 010-170-028 (portion)
- 010-230-015 (portion)



ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: University Avenue Apartments / General Plan Amendment, GPA2023-0001, General Development Plan Amendment, PDG2023-0004, Rezone, Z2023-0003, Design Review, DR2023-0006, Environmental, ENV2024-0015

Date: January 14, 2025

Submitted By: Nathan Anderson, Senior Planner
David Mohlenbrok, Community Development Director

Department: Community Development

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

A. Adopt a Resolution of the City Council of the City of Rocklin Approving an Addendum to the Northwest Rocklin (Sunset Ranchos) Annexation Environmental Impact Report (University Avenue Apartments / ENV2024-0015).
B. Adopt a Resolution of the City Council of the City of Rocklin Approving an Amendment to the General Plan of the City of Rocklin to Change the Land Use Designation of Approximately 0.41 Acre of a 12.72 Acre Site from Recreation Conservation (R-C) to Mixed Use (MU) (University Avenue Apartments / GPA2023-0001).
C. Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Amending the Northwest Rocklin General Development Plan and Rezoning 12.72 Acres from Planned Development Light Industrial and Open Space to Planned Development Residential 22 Units Per Acre Minimum (PD-22+) (University Avenue Apartments / PDG2023-0004, Z2023-0003).
D. Adopt a Resolution of the City Council of the City of Rocklin Approving a Design Review (University Avenue Apartments / DR2023-0006).

Background:
The staff report is included as Attachment 1 in order to maintain the integrity of the formatting.

ATTACHMENTS:
1. Staff Report
2. SR Attachment 1 - USA Properties Letter
3. SR Attachment 2 - Jessup University Letter
4. Resolution A
5. Resolution A Exhibit A - University Avenue Apartments CEQA Addendum
6. Resolution B
7. Resolution B Exhibit A - General Plan Amendment

8. Ordinance C
9. Ordinance C Exhibit A - General Development Plan Amendment
10. Ordinance C Exhibit B - Rezone Map
11. Resolution D
12. Resolution D Exhibit A - Design Review

City Council Staff Report

Subject: **University Avenue Apartments**

General Plan Amendment, GPA2023-0001
General Development Plan Amendment, PDG2023-0004
Rezone, Z2023-0003
Design Review, DR2023-0006
Environmental, ENV2024-0015

Date: January 14, 2025

Submitted By: Nathan Anderson, Senior Planner
David Mohlenbrok, Community Development Director

Department: Community Development

Recommendation:
As the entitlement request includes a legislative action which requires approval of an ordinance, a two-meeting process is required.

The Planning Commission and staff recommend City Council approval of the following:

January 14, 2025 – First reading of ordinance and final action on resolutions:

Adopt a Resolution of the City Council of the City of Rocklin Approving an Addendum to the Northwest Rocklin (Sunset Ranchos) Annexation Environmental Impact Report (University Avenue Apartments / ENV2024-0015)

Adopt a Resolution of the City Council of the City of Rocklin Approving an Amendment to the General Plan of the City of Rocklin to Change the Land Use Designation of Approximately 0.41 Acre of a 12.72 Acre Site from Recreation Conservation (R-C) to Mixed Use (MU) (University Avenue Apartments / GPA2023-0001)

Adopt a Resolution of the City Council of the City of Rocklin Approving a Design Review (University Avenue Apartments / DR2023-0006)

Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Amending the Northwest Rocklin General Development Plan and Rezoning 12.72 Acres from Planned Development Light Industrial and Open Space to Planned Development Residential 22 Units Per Acre Minimum (PD-22+) (University Avenue Apartments / PDG2023-0004, Z2023-0003)

January 28, 2025 – Final action for ordinance:

Adopt an Ordinance of the City Council of the City of Rocklin Amending the Northwest Rocklin General Development Plan and Rezoning 12.72 Acres from Planned Development Light Industrial and Open Space to Planned Development Residential 22 Units Per Acre Minimum (PD-22+) (University Avenue Apartments / PDG2023-0004, Z2023-0003)

Proposal/Application Request:
The project is a request for approval of a Design Review (DR2023-0006) to allow for the development of a 324-unit rental apartment community on 12.72 total acres. The project proposes a mix of one, two, and three-bedroom units in twelve (12) three-story buildings arranged around the site. Of these units, 307 would be market-rate units and 17 units (approximately 5 percent of the project) would be affordable to very low-income households.

The project includes a General Plan Amendment (GPA2023-0001) to change the land use designation of a 0.41-acre portion of the site from Recreation Conservation (R-C) to Mixed Use (MU). A General Development Plan Amendment (PDG2023-0004) and Zoning Ordinance Amendment (Z2023-0003) are requested to change the zoning designation of 12.31 acres of the site from Planned Development Light Industrial (PD-LI) and 0.41-acre of the site from Open Space (OS) to Planned Development Residential 22 Units Per Acre Minimum (PD-22+).

Project Location:
The project site consists of two (2) parcels, totaling 12.72 gross acres. The project site consists of Assessor's Parcel Numbers (APNs) 017-276-005 and -006 (**Figures 1 and 2**). The site is located west of University Avenue, east of Highway 65, and north of Sunset Boulevard. Jessup University is located across University Avenue to the east.

Figure 1. Project Location

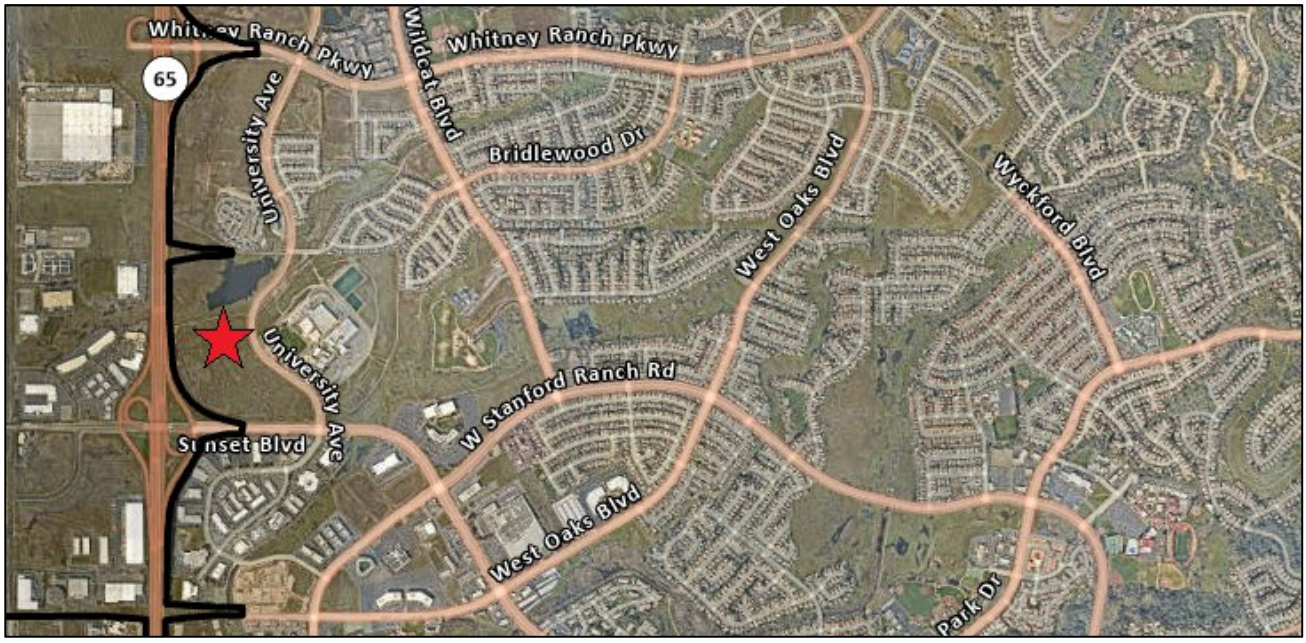


Figure 2. Project Site



Summary of Planning Commission Hearing and Action:
On December 3, 2024, the Planning Commission (Commission) reviewed the proposed project. Staff presented the project details along with a Blue Memo outlining five (5) requested condition modifications for the Design Review. During the presentation, the Commission inquired about the possibility of adding a pedestrian crossing on University Avenue. Staff explained that, due to the lack of a traffic light and visibility challenges on the curved roadway, a mid-block crossing would not be safe in this location, and that there would be a crosswalk at the signalized intersection to the south associated with the Estia project.

Kris Steward, representing the applicant team, addressed the Commission and submitted a letter from USA Properties Fund into the public record. The letter stated that following City Council approval of the land use entitlements, USA Properties Fund intends to transition the project to a 100% affordable community comprising 322 units for low and very-low-income households. This letter is included as **Attachment 1**.

The Commission opened the public hearing, but no public comments were received. After closing the public hearing, the Commission deliberated, with some questions directed to staff

regarding parking. Staff acknowledged ongoing concerns about the project's parking inventory, which falls significantly below the requirements of the Rocklin Municipal Code (RMC). However, staff noted that the project exceeds State parking standards due to its affordability component, and for that reason, it is supported.

Following staff's responses, the Commission expressed confidence in the project, stating it aligns well with the area's needs. The Commission voted unanimously (5-0) to recommend approval of the project, incorporating the modifications outlined in the Blue Memo. Staff has updated the Design Review resolution to reflect this direction.

Site Background and Characteristics:
The property was annexed into the City of Rocklin as part of the Northwest Rocklin Annexation Area in 2004. The site consists of two (2) parcels, which consist of Parcels 5 (6.75 acres) and 6 (5.97 acres) of the William Jessup University Tentative Parcel Map (DL2015-0005) which was approved on July 19, 2016 via Resolution PC-2016-26.

The roughly rectangular project site is vacant and undeveloped. The site is characterized by rocky rolling terrain, gently sloping north at elevations ranging from 140 to 155 feet. Vegetation consists of annual grassland dominated by non-native annual grasses with no trees. The site contains approximately 0.237 acres of wetland resources including seasonal wetland swales, vernal pools, and intermittent drainage.

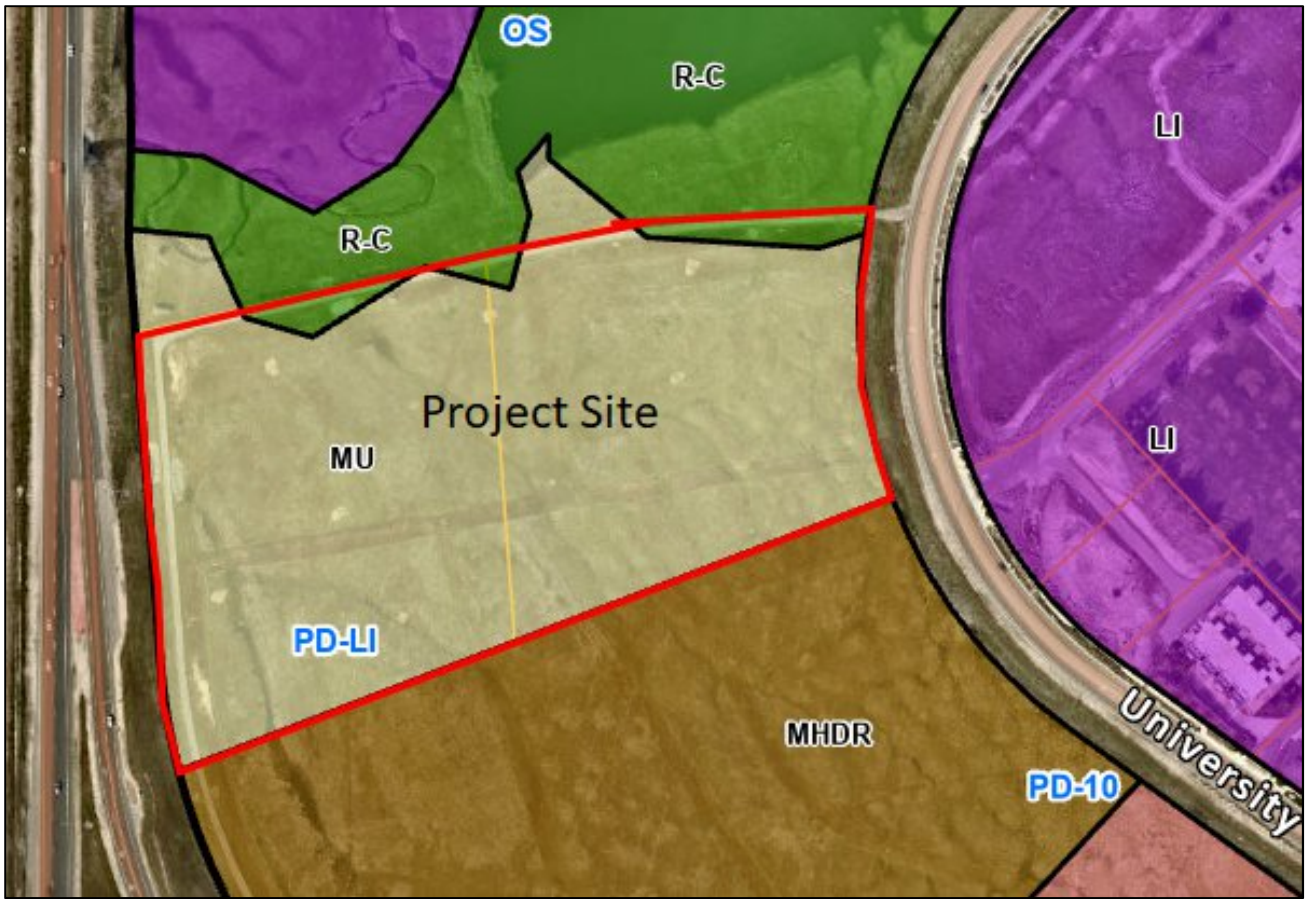
In 2005-2006, a paved utility road, sewer, and drainage improvements were installed along the south and west boundaries of the site as part of a South Placer Municipal Utility District (SPMUD) sewer project. As such, the total net acreage of the site, excluding the 1.49-acre sewer easement, is 11.23 acres. A 20-foot sewer easement contains a sewer line with a paved sewer access road over the line. Culverts beneath the sewer access road enable drainage from the southerly portion of the site to drain to wetland features and a pond north of the site.

Surrounding Uses:
The site is bordered by University Avenue to the east, with the Jessup University campus located beyond. To the west is State Route 65 (SR-65) and surrounding landscaping, with a light industrial park beyond SR-65 in unincorporated Placer County. To the north lies open space containing wetland resources and a pond, and some vacant land designated for light industrial uses. South of the site is the approved but not yet constructed Estia at Rocklin residential project, which will feature 200 detached rental units.

Table 1. Surrounding Uses

	Current Use	Current General Plan / Zoning
Project Site	Vacant	Mixed Use (MU) and Recreation-Conservation (R-C) / Planned Development Light Industrial (PD-LI) and Open Space (OS)
North	Vacant Open Space	R-C and Light Industrial (LI) / OS and PD-LI
South	Vacant (Estia at Rocklin)	Medium High Density Residential (MHDR) / Planned Development Residential 10 Dwellings Per Acre (PD-10)
East	Jessup University	LI / Planned Development Light Industrial (PD-LI)
West	SR-65 / Unincorporated	Unincorporated Placer County

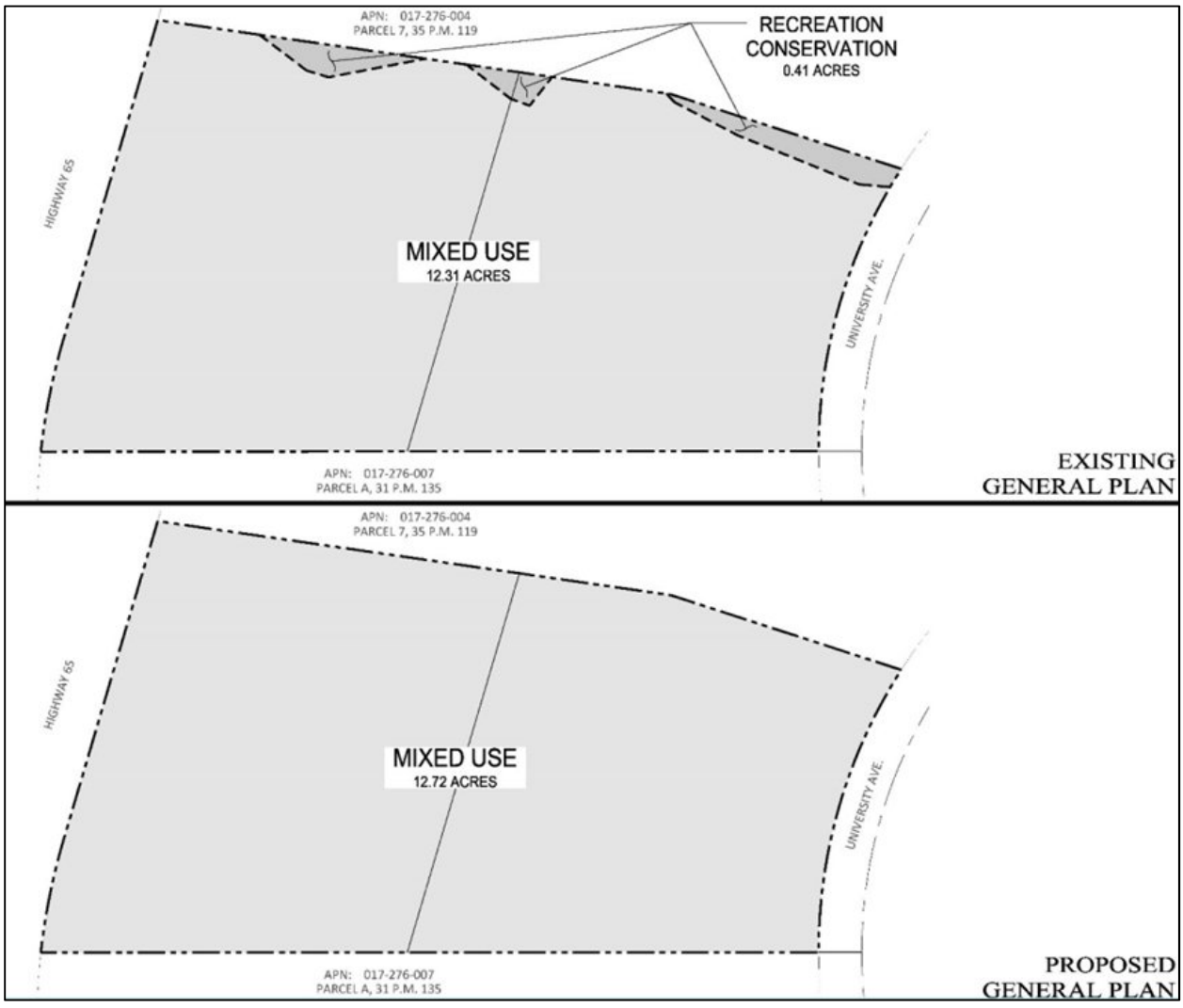
Figure 3. Existing General Plan and Zoning



General Plan Compliance:
The site is designated Mixed Use (MU) and Recreation/Conservation (R-C) in the General Plan. Almost all of the site is designated MU, the remainder includes three small areas totaling 0.41 acres adjacent to the north property line which are designated R-C. Pursuant to the Rocklin General Plan Land Use Element, the MU designation allows for any combination of residential and non-residential uses. If developed as residential, the MU designation allows a density range of 10-40 units per acre. The R-C designation is applied to lands of existing and future recreational use and areas of important environmental resources, initially at a conceptual level, and then through field verifications when project applications are received those boundaries are refined. The 0.41-acre portion of the site designated R-C does not contain grasslands or wetland resources, as confirmed by a biological resources assessment that was prepared for the project.

General Plan Amendment
The project includes a request for a General Plan Amendment to change the land use designation of the three small areas totaling 0.41-acre area from R-C to MU, consistent with the rest of the site (**Figure 4**).

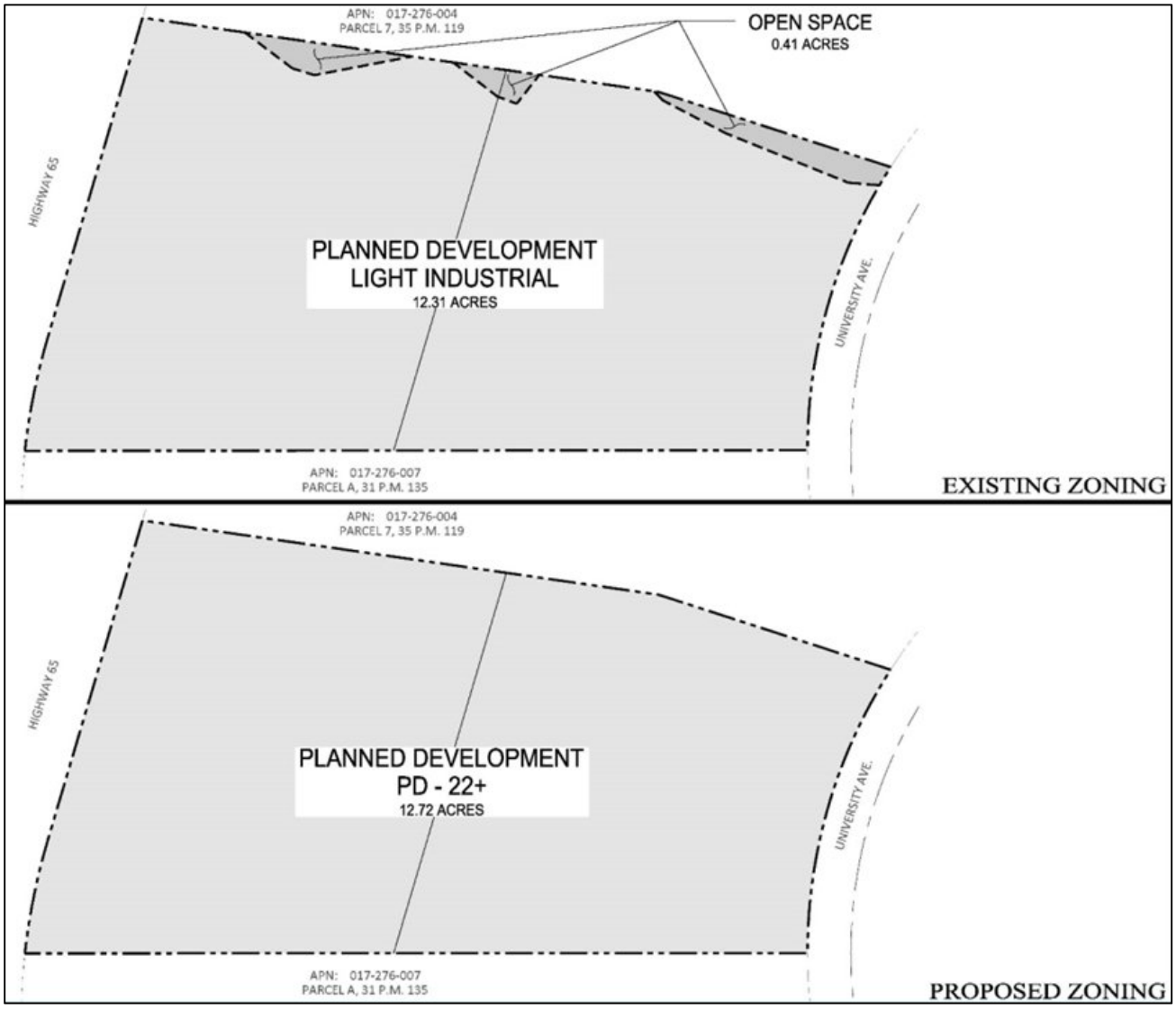
Figure 4. General Plan Amendment



Zoning Compliance:
The site is designated in the Northwest Rocklin General Development Plan (GDP) with a combination of Planned Development Light Industrial (PD-LI) and Open Space (OS). The PD-LI zoning applies to 12.31 acres of the site, with the exception of the three previously-discussed areas totaling 0.41 acre on the north property line, which are zoned OS. The PD-LI zoning is intended for light industrial uses, such as manufacturing, assembly, research and development, and office uses.

General Development Plan Amendment/Rezone
A General Development Plan Amendment/Rezone is requested to change the zoning of the full 12.72-acre site from a combination of PD-LI and OS to Planned Development Residential 22 Units Per Acre Minimum (PD-22+) (**Figure 5**).

Figure 5. Rezone



It should be noted that, although the project site's PD-LI zoning designation is inconsistent with the site's General Plan land use designation of MU and does not allow for any residential uses, as discussed below the proposed project is not technically required to rezone the 12.31 acres of the site designated as PD-LI, as the proposed project is consistent with the site's General Plan land use designation.

The Housing Accountability Act (HAA) clarifies that if the zoning standards and criteria of a project site are inconsistent with applicable, objective General Plan standards of the same site, and the development project is consistent with the applicable objective General Plan standards for the site, then a housing development project cannot be found inconsistent with the standards and criteria of the zoning designation. Further, if such an inconsistency exists, the lead agency may not require rezoning before housing development project approval.

Nevertheless, because the project requires a rezone for the 0.41-acre portion of the project, the applicant has agreed to rezone the remainder of the project site to establish conformity with the proposal and the Northwest Rocklin General Development Plan. Specifically, a General Development Plan Amendment/Rezone is proposed to change the Northwest Rocklin General Development Plan and zoning designations of the site from PD-LI and OS to PD-22+.

The PD-22+ district requires a minimum density of 22 dwelling units per acre. With 324 units on 12.72 total acres, the proposed project would be developed at a density of approximately 25.5 dwelling units per acre and would be consistent with the district.

Affordable Housing:
Of the 324 units, 17 will be designated as rental units affordable to very-low-income households, with incomes capped at 50% of the area median income (AMI). These affordable units will have maximum income and rent restrictions recorded in an affordability agreement for a 55-year term.

The remaining 307 units will be market-rate. Since the project's submission, staff has encouraged the applicant to increase the number of affordable units. Because the City does have an urgent need for very-low-income housing, staff has expressed that the proposed 5% allocation of affordable units falls short of what is needed to help the City meet its affordable housing requirements.

General Plan Housing Element Policy 3.4 encourages the City to work with developers seeking General Plan Amendments converting non-residential designation to residential uses or from higher-density residential categories to lower-density categories to incorporate affordable housing as a component of the overall development. The policy goes on to note that as an objective, target up to ten percent of the units as affordable, depending upon the level of affordability of other amenities required. However, all but 0.41-acre of this site is already designated as Mixed Use, which permits residential development at a density range of 10-40 dwelling units per acre by right, and the 0.41-acre Recreation Conservation portion was determined through a biological resources assessment to not have the qualities that warrant that land use designation. As such, the City's ability to require the developer to provide more affordable units than what is currently proposed is limited because the project is not converting from a higher-density residential category to a lower-density residential category, and because the small portion of the project site that is being converted from a

non-residential designation to a residential use was determined to not have the qualities that justified the non-residential designation.

Design Review:

General Design and Site Layout

The proposed project is an apartment community with 324 total units with a mix of one, two, and three-bedroom units ranging from 722 to 1,240 square feet. The average unit size is 993 square feet. Residential units would be located in 12 three-story buildings arranged throughout the site. See **Figure 6**.

Figure 6. Project Design and Layout



A single-story clubhouse/amenity building containing lounge areas, meeting space, fitness room, and the leasing office is near the project entry. A swimming pool, playground, outdoor kitchen, and other outdoor amenities are internal to the site. Vehicle access will be provided from a driveway on University Avenue, and drive aisles will access the site. Surface parking

lots adjacent to the residential buildings will include 571 off-street parking spaces. All units are accessible by sidewalks among the buildings and outdoor amenities.

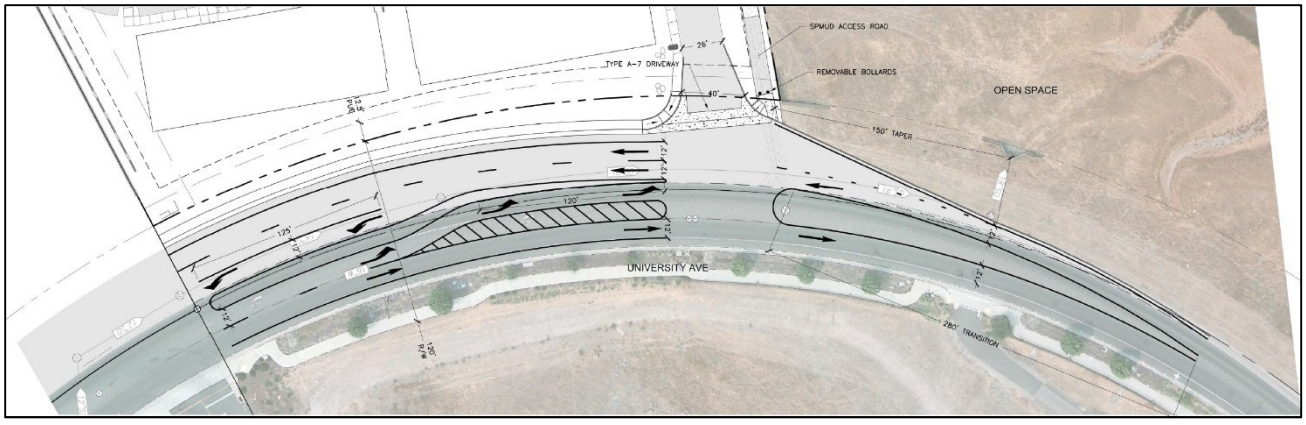
Amenities
Community amenities include an approximately 6,350 square foot single-story clubhouse/amenity building near the project entry with lounge areas, large-screen television, meeting space, working spaces, fitness room, and leasing office. Outdoor amenities feature a swimming pool, playground with play equipment, outdoor game and lawn area, pet wash station, patio with an outdoor kitchen, bar seating, and tables adjacent to the clubhouse and pool area. Two amenity areas with hardscape features, outdoor seating, and grills are in central landscaped areas.

Access and Circulation
Vehicular access to the project would be provided via a new 40-foot-wide driveway on University Avenue, located at the northeastern corner of the site. Internal vehicle circulation would be facilitated by 26-foot-wide drive aisles, ensuring connectivity throughout the site. The main entry on University Avenue would remain ungated, while a gated Emergency Vehicle Access (EVA) point in the site's southwest corner would connect to the Estia at Rocklin project to the south.

Accessible pedestrian pathways are planned around the buildings, offering convenient walking routes for residents. These paths would also connect to the sidewalks along University Avenue, enhancing pedestrian connectivity.

Frontage Improvements
Frontage improvements would be required along University Avenue in order to ensure safe access to the project site. Specifically, the proposed project would include the widening of University Avenue from two 12-foot lanes to four 12-foot lanes and construction of a raised median, extending north and south of the project driveway. University Avenue would also be restriped along the project frontage such that the outer two lanes would allow northbound and southbound through traffic, and the inner two lanes would allow left-turn movements into the project driveway and right-turn movements into the Jessup University driveway located just south of the project driveway, respectively (**Figure 7**).

Figure 7. Frontage Improvements



Project Phasing
Site grading will occur in one phase, and approximately 300,000 cubic yards of material will be moved, with no import or export of material. The project will be graded and constructed in a single phase and will take approximately fourteen months to complete.

Utilities
The project site does not currently include utilities infrastructure; however, the proposed project would include water, sanitary sewer, and stormwater improvements, which would connect to existing infrastructure in the project vicinity.

Sanitary sewer service for the proposed project would be provided by the South Placer Municipal Utility District (SPMUD). The proposed on-site sanitary sewer system would connect to an existing 22-inch stubbed trunk sewer line located along the western boundary of the site.

Potable water would be provided to the proposed project by Placer County Water Agency (PCWA). The proposed project would connect to the existing 12-inch water line on University Avenue by way of two new connections located at the northern and southern portions of the site.

Development of the project site would require installation of on-site drainage facilities and alteration of site topography to accommodate the proposed land uses. The site's stormwater facilities would be developed within 15 drainage management areas (DMAs) located throughout the entirety of the project site. Stormwater runoff from each DMA would be conveyed through a pipe system which would route stormwater to a series of water quality basins on site prior to being discharged through three existing culverts located along the northeastern, northwestern, and western boundaries of the site towards the existing open space to the north. The existing culverts located along the northwestern and western boundaries of the site also include an existing outfall structure to help facilitate stormwater drainage.

Building Architecture
The project contains four residential building types (A through D), as well as the aforementioned clubhouse building. All residential building types are aesthetically similar to one another, although they vary in size and configuration.

The project design aligns with the City Design Review Guidelines and the University Architectural District Guidelines. The proposed concept features a contemporary style characterized by rectilinear forms projecting across multiple planes. The buildings showcase strong geometric elements, incorporating a mix of materials such as cement plaster, vertical tile, and decorative perforated metal panels, along with a thoughtfully curated color palette to create depth and shadowing.

The primary finish is a concrete plaster system with scored construction joints, forming an irregular grid window pattern complemented by horizontal siding. Flat rooflines of varying heights add interest to the massing and form of the three-story buildings. The design employs a cohesive color scheme, including pearly white, light gray, light tan, brown-beige, toffee brown, and slate blue-beige. Visual interest is further enhanced through recessed planes, metal railings on balconies, perforated metal panels, and accent lighting.

Building renderings and elevations are included as **Figures 8** through **10**.

Figure 8. University Avenue Rendering



Figure 9. Freeway Rendering



Figure 10. Building Elevations



BUILDING A - UNIVERSITY AVE. ELEVATION



BUILDING B - FREEWAY ELEVATION

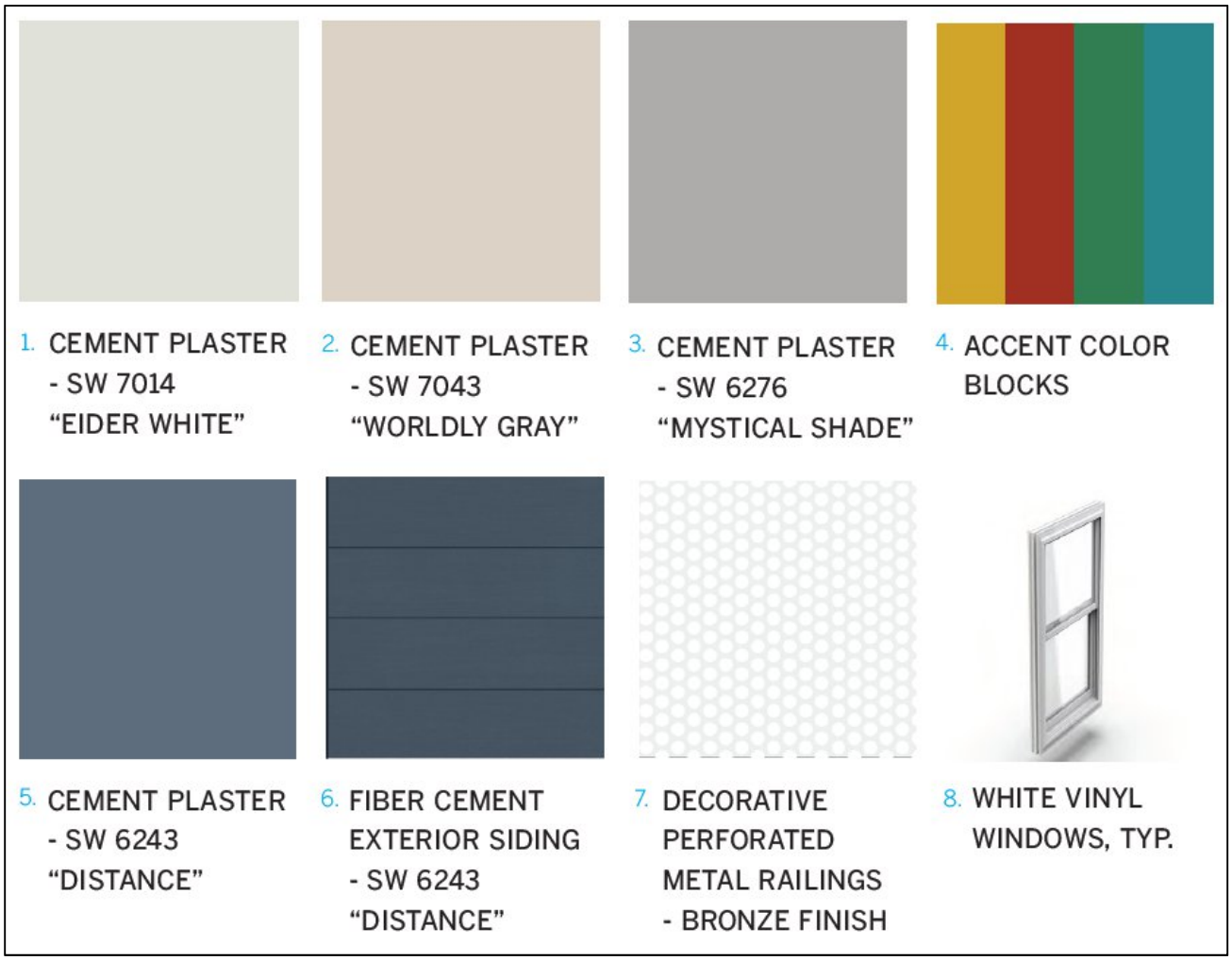


BUILDING B - INTERIOR ELEVATION



BUILDING C - FREEWAY ELEVATION

Figure 11. Colors and Materials



Building Height
Pursuant to the Northwest Rocklin General Development Plan, the PD-22+ zoning district allows for a maximum building height of 50 feet. The proposed apartment buildings are three stories. The structures are proposed with a maximum height of approximately 33 feet to the roof and 40 feet to the parapet. Parapets are designed to screen mechanical equipment and rooftop photovoltaic panels from ground-level views.

Architectural Review Committee
The project is located within the University Architectural District. According to the Architectural Guidelines, the University District is the City's most modern architectural district. Buildings should utilize an appropriate combination of modern architectural features, including strong linear emphasis, geometric projections and cantilevers, strong voids, vibrate use of color, complex geometric forms, etc.

The Architectural Review Committee (ARC) considered the project at its regular meeting on November 16, 2023. Following staff's presentation, the ARC expressed concerns about the buildings' lack of articulation. The ARC requested that the buildings be modified to add angular elements in order to provide variation to the building rooflines. The ARC requested

that the project be brought back to that body for review prior to moving forward to the Planning Commission.

The project was brought back to the ARC on June 20, 2024. Subsequent to the previous meeting, staff had worked with the applicant to modify the project in order to make the design consistent with ARC recommendations. In order to address comments, the applicant modified the three buildings that would be most visible from SR-65 and from University Avenue, to change the sloping parapet from 1:12 to 2:12, add higher windows, and add more color to the street elevations.

The ARC recommended approval of the Project architecture 4-0 (one committee member absent).

Parking
Section 17.66.020 of the RMC specifies parking requirements for apartments, mandating:

- 1.5 paved parking spaces per unit for studios and one-bedroom units.
- 2 paved parking spaces per unit for two or more bedrooms.
- An additional 25% paved visitor parking spaces, with at least one covered parking space per unit.

Based on these numbers, the project would require the following:

Table 2 – City Parking Requirements

	Project Units	**Ratio of Parking Spaces Required**	**Total Parking Spaces Required**
1 bedroom	74	1.5 spaces / unit	111 spaces
2+ bedroom	250	2 spaces / unit	500 spaces
Guest	--	.25 spaces / unit	81 spaces
Total	**324**	--	**692 spaces**

The project proposes 307 market-rate units (94.8%) and 17 affordable units (5.2%) for very-low-income households. Under State Density Bonus Law (Government Code 65915-65918), eligible projects (including projects which provide a minimum 5% of the total units of housing development for rental or sale to very low income households) are eligible for reduced parking requirements as follows:

- 1 space per unit for studios and one-bedroom units.
- 1.5 spaces per unit for two- and three-bedroom units.
- No guest parking required**.**

Based on this, the project could be constructed based on the following parking requirements:

Table 3 – Density Bonus Parking Reductions

	Project Units	Ratio of Parking Spaces Required	Total Parking Spaces Required
1 bedroom	74	1 spaces / unit	74 spaces
2+ bedroom	250	1.5 spaces / unit	375 spaces
Guest	--	0 spaces / unit	0 spaces
Total	**324**	--	**449 spaces**

Based on the strict application of Density Bonus standards, the project would only require 449 parking spaces, at a ratio of 1.4 spaces per unit with no guest parking.

The project proposes 571 uncovered parking spaces adjacent to the apartment buildings, along with a density bonus concession to deviate from the development standard outlined in RMC 17.66.020.A, which requires one covered parking space per unit.

The applicant asserts that the proposed parking ratio of 1.8 spaces per unit strikes a balance between the State Density Bonus Law standard (1.4 spaces per unit) and the RMC requirement (2.1 spaces per unit). The plan provides 122 additional spaces (27%) above the State Density Bonus Law requirement.

According to the applicant, the proposed parking ratio aligns with the parking supply at other apartment communities owned and managed by USA Properties, ensuring sufficient availability for residents and guests.

During the project entitlement process, staff raised concerns about the proposed 1.8 spaces per unit parking ratio, particularly the lack of designated guest parking. This concern is amplified by the absence of nearby alternative parking options, as the surrounding areas include:

- Wetlands/open space to the north.
- The Estia project to the south.
- SR-65 to the west.
- University Avenue to the east, which prohibits street parking.

Staff also opined that the Density Bonus parking reduction should not apply to the entire project, given that only 5% of the units are affordable while the remaining 95% are market rate. Staff suggested that the reduced parking standards should apply proportionally to the affordable units only.

However, the applicant contended that the State Density Bonus Law applies the reduced parking standards to the entire development, not just to the affordable units. The applicant referenced Government Code 65915 (p)(5) to emphasize that the parking standards apply to any development meeting the requirements, supporting the interpretation that the reduced standard applies project-wide. The applicant stated that if the parking ratios were intended to apply solely to affordable units, the statute would explicitly state so. The City Attorney's Office reviewed this issue early in the process and confirmed the applicant's interpretation of the law.

While staff maintains concerns about the parking needs of the proposed parking, the applicant's plan complies with applicable State Density Bonus Law standards, providing 122 more parking spaces than required. Therefore, the project's parking plan meets the regulatory requirements and is consistent with applicable standards.

Landscaping

The project proposes to install landscape improvements throughout the site and on the University Avenue frontage. The landscape concept is water-efficient, low-maintenance, and will complement the buildings and enhance the site's aesthetic. Low-profile landscaping, screening shrubs, and shade and canopy trees are planned. The planting design features various Mediterranean-style, native, drought-tolerant, and low-fuel species to create layers of color and text to complement the architectural style and setting. HVAC units will be roof-mounted and screened from sight to create more areas for landscaping. See **Figure 10**.

Figure 10. Landscaping Plan



Fencing and Walls

Post and cable fencing would be installed on the north and east sides of the site between the project and the adjacent sewer access road. The pool will be enclosed by a six-foot black open-view tubular steel fence, and trash enclosures will be constructed of concrete masonry with metal gates. Retaining walls, varying in height, are planned on various site segments, including the site's south edge. A six-foot masonry wall will be installed on the shared property line with the Estia project to the south. The University Avenue frontage will not be fenced. Retaining walls are also used on the site. A gate is planned on the SPMUD utility maintenance road entrance near University Avenue.

Environmental:

Wetlands
As described in the Aquatic Resources Delineation (ARD) that was conducted for the project site by Madrone Ecological Consulting on December 8, 2022, the project site contains a total of approximately 0.237-acre of vernal pools, seasonal wetlands, and seasonal wetland swales (**Figure 11**). An additional 0.042-acre of intermittent drainage, a 0.122-acre intermittent stream, and a 1.342-acre pond are located directly west and north of the project site. However, such off-site aquatic resources would not be disturbed by the proposed project.

Based on a verification letter provided by the U.S. Army Corps of Engineers (USACE) on June 13, 2023 (included as part of Appendix C to the Project Addendum), the USACE concurred that the 0.237-acre of on-site aquatic resources are potential jurisdictional aquatic resources regulated under Section 404 of the Clean Water Act. As such, the proposed project would be required to comply with the requirements of Mitigation Measure QMM-3(b) included in the 2002 EIR, which requires the applicant/developer to obtain all required permits from the U.S. Army Corps of Engineers and to enter into a Streambed Alteration Agreement with California Fish and Wildlife. Compliance with Mitigation Measure QMM-3(b) would ensure that the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to aquatic resources.

Figure 11. Aquatic Resources Delineation



Addendum
An Environmental Impact Report (EIR) for the Northwest Rocklin Annexation Area Project was approved by the City Council on July 9, 2002 via Resolution No. 2002-230.

The University Avenue Apartments project does not trigger the need for supplemental or subsequent review under Section 15162 of California Environmental Quality Act (CEQA) Guidelines. Therefore, pursuant to Section 15164 of the State CEQA Guidelines, an EIR Addendum has been prepared to document that no additional review or analysis is needed. The EIR Addendum determined that the proposed University Avenue Apartments project would not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects due to substantial Project changes or a substantial change in circumstances. Furthermore, no new information is available that would indicate (1) that the University Avenue Apartments project would have one or more significant effects not discussed in the previous EIR; (2) that significant effects previously examined would be substantially more severe than shown in the previous EIR; (3) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible; or (4) that mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment and that the Project proponents have declined to adopt the mitigation measure or alternative.

Section 15164(d) of the CEQA Guidelines requires that the decision-making body shall consider the addendum with the final EIR prior to deciding on the Project. Therefore, the Northwest Rocklin Annexation Final EIR can be found at the following link:

https://www.rocklin.ca.us/sites/main/files/file-attachments/b_final_eir_northwest_rocklin_annexation__appendices.pdf?1552330058

Public Correspondence:
The City received a letter of support for the project from Jessup University, which is included as **Attachment 2.**

Recommendation:
The Planning Commission and staff recommend that the City Council approve the University Avenue Apartments project to the City Council, as proposed and conditioned.

PROPERTIES FUND
Creating Outstanding Communities.

November 22, 2024

Sherri Conway
Assistant City Manager
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

Re: University Avenue Apartments
Withdrawal of Affordable Housing Financial Assistance and 100% Affordable Project

Dear Ms. Conway:

Thank you for meeting with us last month to discuss the proposed University Avenue Apartments community. USA Properties Fund, Inc. (USA) has been working diligently with the City on the proposed University Avenue Apartments project (UAA Project) since late 2022.

As we reported in our August 12, 2024 letter, we intend to orient the community as an affordable housing community financed with tax-exempt bonds and low-income housing tax credits. After layering on tax-exempt bonds and low-income housing tax credits, the project will have a financial gap. We propose to fill part of the gap with a private ground lease structure available to sizeable projects proposed by strong sponsors in desirable locations. We successfully closed recently on the financing for a ground-up development in Orange County in which we employed this innovative structure and are scheduled to close another in Roseville December of this year.

We are writing today to confirm the primary points of our October 23, 2024 meeting.

1. We withdraw our August 12, 2024 request of the City of Rocklin for financial assistance for the UAA Project. With improvements to the interest rate and construction cost environment, financial assistance is no longer necessary from the City.

2. We recently purchased the 12.7-acre project site from William Jessup University, and it is important that we secure land use entitlements before further advancing our financing strategy. The project is scheduled for hearing at the Planning Commission on December 3, 2024, and the City Council on January 14, 2025.

3. The current UAA Project includes 5% of the units (17 units) as affordable to very-low income households. After land use entitlements are secured, we intend to shift to a 100% affordable community with 322 units affordable to low, and very-low-income units.

4. Soon after the City Council's action on the land use entitlements, we will adjust the project building configurations slightly to reflect the 100% affordable scenario and request substantial conformance review from the City. The project plans will retain the design elements recommended by the Architectural Review Committee and the Planning Commission and approved by the City Council.

Please let us know if you have questions or need additional information. Thank you for working with us to deliver more quality affordable housing to Rocklin residents.

Very truly yours,

USA Properties Fund, Inc.

Milo Terzich

Vice President

Le Anne Thomas

Director of Acquisitions

cc: Aly Zimmerman, City of Rocklin
Elizabeth Sorg, City of Rocklin
David Mohlenbrok, City of Rocklin
Nate Anderson, City of Rocklin
Kris Steward, Plan Steward
Rich Truembler, USA Properties Fund
Darren Bobrowsky, USA Properties Fund

ATTACHMENT 1

JESSUP UNIVERSITY

John Jackson, PhD
Jessup University
2121 University Drive
Rocklin, CA 95747

November 22, 2024

City Manager Aly Zimmerman
Rocklin Planning Commission Members
Rocklin City Council Members

Dear City Manager Zimmerman, Planning Commission and City Council Members,

I write to indicate my very strong support for the University Apartments project adjacent to Jessup University. The project, situated right off University Avenue and across the street from Jessup, is being built on land previously owned by the University. One of the reasons we were grateful for USA Properties' pursuit of this land purchase from Jessup was their intent to build units that could become a key source of housing for our faculty, staff, and students. We believe that the City of Rocklin continues to need access to all levels of housing, ranging from affordable to moderate to high-income household units. This project will strengthen our city's housing inventory and provide access for many in the broader community as well as those who want to be particularly close to Jessup.

Please give every consideration to the approval of this project for the sake of our community and our University.

Thank you in advance for your support.

Sincerely,

John Jackson, PhD
President

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AN ADDENDUM TO THE NORTHWEST ROCKLIN (SUNSET RANCHOS) ANNEXATION ENVIRONMENTAL IMPACT REPORT

(University Avenue Apartments / ENV2024-0015)

Section 1. The City Council of the City of Rocklin finds as follows:

A. The City Council of the City of Rocklin approved and certified an Environmental Impact Report for the Northwest Rocklin Annexation Area by Resolution No. 2002-230 on July 9, 2002.

B. The City Council of the City of Rocklin approved an Addendum to the Northwest Rocklin Annexation Area Environmental Impact Report ("NWRA EIR") by Resolution No. 2008-252 on September 23, 2008. This Addendum was for a modification to reconfigure allowed uses within the NWRA EIR area.

C. The original NWRA EIR analyzed the environmental effects of development in the Northwest Rocklin Annexation Area development project which included development of the University Avenue Apartments project area.

D. A specific project, University Avenue Apartments, is now proposed on the project site. The project, a multifamily apartment development consistent of 324 residential units on 12.72 acres, is substantially consistent with the anticipated site development as it was analyzed in the NWRA EIR and the Addendum to the NWRA EIR.

E. Public Resources Code Section 21166 and Section 15162 of the California Environmental Quality Act ("CEQA") Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, Article 11 requires the City to analyze the proposed University Avenue Apartments project to determine whether further environmental analysis is required.

F. The City's NWRA EIR remains relevant despite changed plans or circumstances that would result from implementation of the University Avenue Apartments project, because the changes involve the development of the same project site.

G. An Addendum to the NWRA EIR was prepared for the University Avenue Apartments project, consistent with the requirements of Public Resources Code Section 21166 and CEQA Guidelines Section 15164, which analyzes the proposed project and its consistency with the prior NWRA EIR and the Addendum to the NWRA EIR.

H. Based on the analysis and findings contained in the University Avenue Apartments Project Addendum attached hereto as Exhibit A, it was determined that no

subsequent or supplemental environmental impact report is required to be prepared for the project.

I. The City Council of the City of Rocklin has received and considered the 2002 NWRA EIR together with the University Avenue Apartments Project Addendum, which analyzed the potential environmental effects of the proposed project.

J. The Planning Commission of the City of Rocklin unanimously (5-0) recommended the project for approval on December 3, 2024.

Section 2. The City Council of the City of Rocklin hereby approves the University Avenue Apartments Project Addendum to the Northwest Rocklin Annexation Environmental Impact Report (Exhibit A) prepared for the City of Rocklin Community Development Department, dated August 2024, on file with the Community Development Department and incorporated herein by this reference.

PASSED AND ADOPTED this 14th day of January, 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

Exhibit A
Addendum to the Northwest Rocklin Annexation Environmental Impact Report

EXHIBIT A

City of Rocklin
Community Development Department

ROCKLIN
CALIFORNIA

University Avenue Apartments Project

Addendum to the Northwest Rocklin Annexation (Sunset Ranchos) Environmental Impact Report (SCH 99102012)

August 2024

Prepared by

RANEY
PLANNING & MANAGEMENT, INC.
1501 Sports Drive, Suite A, Sacramento, CA 95834

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1.0 INTRODUCTION

The following includes a discussion of the project background, the purpose of the General Development Plan, the Plan Area location, and the CEQA requirements for the preparation of an Addendum.

1.1 Project Background

The Northwest Rocklin Annexation Project analyzed in the 2002 Northwest Rocklin Annexation (Sunset Ranchos) Final Environmental Impact Report (EIR) (SCH 99102012) (hereafter "2002 EIR") consists of a program that provides for the orderly and systematic development of lands around the City of Rocklin and provides the necessary public services to support the proposed suburban land uses. The Northwest Rocklin Annexation Project proposed to annex approximately 1,871 acres of land located within the City of Rocklin's Sphere of Influence (SOI) from Placer County. The annexed land would be developed and managed in accordance with a General Development Plan comprised of three geographic areas: Sunset Ranchos, the State Route (SR) 65 Corridor, and Parcel K. In general, the land would be developed with residential uses, business professional uses, commercial uses, light industrial uses, open space, parks, and schools. The 2002 EIR was certified on July 9, 2002 (City Council Resolution 2002-230).

Addendum No. 1 to the 2002 EIR was released in 2008 to address the proposed Whitney Ranch Phase II Project, a component of the overall Northwest Rocklin Annexation Project located in northwest Rocklin. The Whitney Ranch Phase II Project consisted of a request for approval of a large lot tentative subdivision map that would divide the 641-acre site into 51 large parcels referred to as Units. A small lot tentative subdivision map was also being processed concurrently that would further subdivide most of the residentially designated Units into a total of 1,376 single-family residential lots. In 2019, the Northwest Rocklin General Development Plan Amendment was adopted, providing updated guidance for the development within the three geographic planning areas, including updated Development Units.

Since adoption of Addendum No. 1 to the Final EIR and Northwest Rocklin General Development Plan Amendment, additional changes related to the proposed development have been identified within the Sunset Ranchos geographic planning area. Such changes include the University Avenue Apartments Project (proposed project), evaluated in this Addendum. The proposed project would include the development of 12 three-story apartment buildings with a total of 324 units, including 307 market rate units and 17 units reserved for very-low income households, as well as associated site improvements. Further details of the proposed project are provided below under *Project Description*.

The City of Rocklin determined as the Lead Agency under the California Environmental Quality Act (CEQA), that the proposed project does not trigger the need for supplemental or subsequent review under Section 15162 of CEQA Guidelines, as detailed below. Therefore, the proposed project is the subject of this Addendum, prepared pursuant to Section 15164 of the State CEQA Guidelines.

The CEQA Guidelines Section 15164 requires either the Lead Agency or a Responsible Agency to prepare an Addendum to a certified EIR if some changes or additions are necessary, but none of the conditions described in Section 15162 of the State CEQA Guidelines calling for preparation of a subsequent environmental document have occurred (refer to the discussion below regarding criteria described in Section 15162). The purpose of this Addendum is to document that no new significant impacts, nor a substantial increase in the severity of previously identified significant impacts, would result from the Project as described in this Addendum, relative to the project as analyzed in the 2002 EIR.

1.2 Purpose of General Development Plan

A General Development Plan is a planning document that defines, in detail, the development criteria for a project area. Chapter 17.60 of the Rocklin Municipal Code establishes the Planned Development process as a "means to provide for greater flexibility in environmental design than is provided under the strict application of the zoning and subdivision ordinances." With that intent, the Northwest Rocklin General Development Plan has been crafted to allow the integrated development of the 1,871-acre project in a manner that will a) promote the development of developable areas and avoid sensitive environmental areas, b) encourage creative and innovative design by allowing flexibility in property development standards, c) encourage the preservation of open space, and d) accommodate various types of large scale, complex and phased development in the planning area. More specifically, the Northwest Rocklin General Development Plan:

1. Establishes the interrelationship among land uses in the plan area.
2. Specifies permitted and conditionally permitted uses for all parcels and the intensity of the uses.
3. Establishes development standards such as the lot sizes, building setbacks, and height limits.
4. Identifies the width and general location of roadways necessary to serve the development.
5. Identifies the needs and supply sources of water, sewer, drainage, and other public service needs of the project.
6. Provides guidance for the preparation of tentative maps, with regards to design features such as street alignments and cross-sections, lot size and lot orientation.

The Northwest Rocklin General Development Plan serves as the regulatory land use document for the Northwest Rocklin area. All provisions of the Zoning Ordinance (Title 17 of the Rocklin Municipal Code) apply to this project unless otherwise specified in the Northwest Rocklin General Development Plan.

1.3 Plan Area Location

The Northwest Rocklin General Development Plan proposed by the Northwest Rocklin Annexation Project is approximately 1,871 acres located in the northwest corner of the City of Rocklin. Rocklin is located in the County of Placer, about 20 miles northeast of the City of Sacramento. The Northwest Rocklin General Development Plan area is contiguous to SR 65 on the west and the Twelve Bridges Specific Plan area in the City of Lincoln on the north. Within the City of Rocklin, the Whitney Oaks project is to the east with Sunset West and Stanford Ranch on the south. West of the plan area is SR 65 and the Sunset Area Plan in Placer County.

As discussed above, the Northwest Rocklin General Development Plan area contains three distinct geographic planning areas: Sunset Ranchos, SR 65 Corridor, and Parcel K. Sunset Ranchos is the largest of the three planning areas, occurring in the center of the Northwest Rocklin General Development Plan area. Sunset Ranchos is 1,296.3 acres and contains Development Units 1 through 69. The SR 65 corridor is the next largest of the three planning areas and occurs within the west portion of the Northwest Rocklin General Development Plan area. The SR 65 Corridor is 527.8 acres and contains Development Units 104, 105, 106, 107A-B, 108A-B, 109, 110, 111, 112, 113A-C, 114, 115, and 116. Parcel K is the smallest of the three planning areas and occurs in the eastern portion of the Northwest Rocklin General Development Plan area. Parcel K is 47 acres and is not divided into Development Units.

1.4 CEQA Requirements

In *Friends of the College of San Mateo Gardens v. San Mateo County Community College* (2016) 1 Cal.5th 926 (San Mateo I), the California Supreme Court added an additional first step for determining whether a project can rely on a previously adopted CEQA document. As determined

by the Court, an agency must first determine whether the previous CEQA document remains relevant to evaluate the changed plans and circumstances proposed by the project. Specifically, the Court noted that the proper inquiry is whether or not the initial environmental document retains informational value in light of the proposed modifications, or if it has become irrelevant. In the case of the proposed project, the project site is located within the boundaries of the 1,871-acre Northwest Rocklin General Development Area evaluated within the 2002 EIR. Therefore, the City has determined that the analysis included in the Northwest Rocklin General Development Area EIR would remain relevant to the proposed project.

An Addendum to an EIR is appropriate under State CEQA Guidelines Sections 15162 and 15164 for projects where there are no substantial changes to the project, or in circumstances surrounding the project, and where the project would not have new significant impacts or substantially more severe significant impacts than those disclosed in the previously certified EIR. Sections 15162 and 15164 of the State CEQA Guidelines state that an Addendum to a previously certified EIR can be prepared for a project if the criteria summarized below are satisfied:

- **No Substantial Project Changes**. There are no substantial changes proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- **No Substantial Change in Circumstances**. No substantial changes have occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- **No New Information of Substantial Importance**. There is no new information of substantial importance, which was not known or could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, which shows any of the following: the project will have one or more significant effects not discussed in the previous EIR; significant effects previously examined will be substantially more severe than shown in the previous EIR; mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or mitigation measures or alternatives which are considerably different from those analyzed in the EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

An Addendum need not be circulated for public review but can be included in or attached to the adopted EIR. The decision-making body shall consider the Addendum with the adopted EIR prior to making a decision on the project.

None of the conditions identified in State CEQA Guidelines Section 15162(a) would occur with implementation of the proposed project because:

a) The revisions to the Project evaluated in the 2002 EIR, as described in Section 2.0, *Project Description*, of this Addendum, would not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
b) While some circumstances and existing conditions surrounding the Project have changed from those described in the 2002 EIR, the changes relate mostly to ongoing implementation of the Northwest Rocklin Annexation Project analyzed in the 2002 EIR. Existing conditions on and surrounding the project site generally remain as described in

the 2002 EIR and are not substantially different from those described in that document. Therefore, any changes in circumstances or conditions that have occurred would not result in new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

c) There is no new information of substantial importance. There is no information available that indicates that the Project would result in significant effects that were not addressed in the previous EIR or a substantial increase in the severity of previously identified significant effects; or that mitigation measures or alternatives are available and feasible that would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measures or alternatives.

Under California Code of Regulations (CCR) Section 15162(a)(1), the requirements to prepare a subsequent or supplemental EIR are triggered when substantial changes are proposed that will require major revisions of the previous EIR. Such language implies that a new or revised mitigation measure that does not require a major revision could be adopted on the basis of an addendum, rather than a supplemental EIR. Similarly, the provisions of CCR Section 15162(a)(3)(c-d) require a further EIR only if newly feasible or considerably different mitigation becomes available but is not adopted. Such provisions also imply that newly feasible or different mitigation can be adopted based on an addendum without the need for a supplemental EIR. All additional mitigation measures included herein will be included as project conditions to address project-specific impacts. The project applicant has agreed in advance to accept all such mitigation measures.

2.0 PROJECT DESCRIPTION

A description of the original Northwest Rocklin Annexation Project, the Whitney Ranch Phase II Project, which was evaluated in a previous Addendum to the Northwest Rocklin Annexation Project, and the proposed University Avenue Apartments Project (proposed project) is provided below.

2.1 2002 EIR Original Project Description

The Northwest Rocklin Annexation Project analyzed in the 2002 EIR would provide for the orderly and systematic development of lands around the City of Rocklin and provide the necessary public services to support the proposed suburban land uses.[1] The project proposed to annex approximately 1,871 acres of land located within the City of Rocklin's SOI from Placer County. Implementation of the project would result in 3,140 single-family dwelling units, 1,150 multi-family dwelling units, 32.5 acres of business professional uses, 164.4 acres of business professional/commercial uses, 96.6 acres of commercial uses, 187.9 acres of light industrial uses, 263.6 acres of open space, 55.6 acres of parks, and the designation of one high school and three elementary school sites. The annexed land would be developed and managed in accordance with a General Development Plan comprised of three geographic areas: Sunset Ranchos, SR 65 Corridor, and Parcel K. Each of these areas is described below.

The Sunset Ranchos community was proposed to consist of residential development with parks, school sites, open space, and commercial areas. The Sunset Ranchos site encompasses approximately 1,296 acres and was proposed for 3,009 single-family dwelling units, 1,150 multi-family dwelling units, one 50-acre high school site, three 10-acre elementary schools, 55.6 acres of parks, 194.2 acres of open space, 33.9 acres of commercial sites, and 9.6 acres of business professional uses. The SR 65 Corridor area would consist of business professional, commercial, light industrial, and open space uses. Development of Parcel K would consist of low

[1] City of Rocklin. *Northwest Rocklin Annexation (Sunset Ranchos) Environmental Impact Report (SCH #99102012).* March 20, 2002.

and medium density residential housing, and open space. The Northwest Rocklin Annexation Project would amend the City's General Plan to apply specific land use designations to the project area, pre-zone the area as "Planned Development", and create a General Development Plan that would provide specific detail regarding implementation of the Planned Development consistent with the General Plan land use designations. The elements of the annexation, General Plan amendment, pre-zoning, and General Development Plan were evaluated in the 2002 EIR.

The proposed project site analyzed herein is a 12.72-acre parcel located within the SR 65 Corridor of the Northwest Rocklin General Development Plan area that was previously anticipated for light industrial development within the 2002 EIR. Specifically, based on the City's development standards, a total of up to 244,600 square feet (sf) of light industrial uses could be developed on the proposed project site.

2.2 Addendum No. 1

The Whitney Ranch Phase II Project evaluated in Addendum No. 1 to the Final EIR was comprised of 641 acres within the Sunset Ranchos planning area of the Northwest Rocklin General Development Plan.[2] The project included a request for approval of a large lot tentative subdivision map that would divide the 641-acre site into 51 Units. The project also requested a small lot tentative subdivision map that would further subdivide most of the residentially designated Units into a total of 1,376 single-family residential lots. The Whitney Ranch Phase II Project also included construction of on-site streets, public pedestrian and bicycle trails, landscaping, fencing, water, sewer, and storm drainage facilities, utilities (including telephone, electrical, and natural gas lines), storm water detention areas, off-site sewer improvements, and the off-site widening of West Oaks Boulevard.

The Whitney Ranch Phase II Project would differ from the 2002 EIR by reducing the development of residential units by approximately 60 homes and increasing open space by about 55 acres. Commercial land uses would increase slightly by about 3 acres, but business professional land uses would be reduced slightly from the totals analyzed in the 2002 EIR. The location of backbone infrastructure, including major streets, would remain unchanged. The existing boundaries for developable areas would remain the same except for one small change in the former Unit 37. As such, the Whitney Ranch Phase II Project generally consisted of renumbering of Units and adjustments to land use designations, densities, and development standards at various locations throughout the General Development Plan.

Associated entitlements included an Oak Tree Preservation Plan Permit to address the proposed removal of oak trees, a General Plan Amendment and General Development Plan Amendment to reflect renumbering of Units, and adjustments to land use designations, densities, and development standards and various locations throughout the project. The final entitlement request consisted of approval of architectural and landscaping Design Review for single-family residential homes on proposed lots that are less than 6,000 square feet (sf) in area.

2.3 General Development Plan Amendment

As discussed above, the Northwest Rocklin General Development Plan Amendment was adopted in 2019 and provides updated guidance for the development within the three geographic planning areas.[3] The 2019 Northwest Rocklin General Development Plan Amendment serves as the most recent guidance for future development. The Amendment also includes updated Development Units, as listed above under Section 1.3 of this Addendum.

---

2 City of Rocklin. *Addendum to the Final Environmental Impact Report – Northwest Rocklin Annexation (Sunset Ranchos).* 2008.

3 City of Rocklin. *Northwest Rocklin General Development Plan Amendment.* October 2019.

2.4 Description of Proposed Project

The proposed project's location and setting, as well as the project components and project approvals are described below.

2.4.1 Project Location and Setting

The project site is located northeast of the intersection of SR 65 and Sunset Boulevard in the City of Rocklin, California, within the SR 65 Corridor of the Northwest Rocklin General Development Plan area (see Figure 1). The approximately 12.72-acre project site, identified by Assessor's Parcel Numbers (APNs) 017-276-005 and -006, is undeveloped and contains approximately 0.238-acre of wetland resources.

A paved utility road, sewer, and drainage improvements are located along the northern and western boundaries of the site as part of a South Placer Municipal Utility District (SPMUD) project. As such, the total net acreage of the site, excluding the 1.49-acre sewer easement, is 11.23 acres.

Surrounding existing uses include undeveloped land, open space, and a pond to the north; William Jessup University to the east, across University Avenue; a light industrial business park to the west beyond SR 65; and the approved, but not yet constructed, Estia at Rocklin Residential Project and the University Square Retail Project to the south, which will include development of 200 detached rental units and eight buildings totaling 108,500 square feet, respectively (see Figure 2).

The City of Rocklin General Plan designates the site as Mixed Use (MU) and Resource-Conservation (R-C) and the site is zoned Planned Development Light Industrial (PD-LI) and Open Space (OS) within the Northwest Rocklin General Development Plan area. The project site is located within the University Architectural District of the City, for which the City has adopted specific Design Review Objectives and Criteria.

2.4.2 Project Description

The proposed project would include the development of 12 three-story apartment buildings with a total of 324 units, including 307 market rate units and 17 units reserved for very-low income households (see Figure 3). The development would include a unit mix of 74, 722-sf one-bedroom units; 169, 994-sf two-bedroom units; and 81, 1,240 sf three-bedroom units (see Table 1). Two of the market rate units would be reserved for managers. The unit floorplans would include a full kitchen, living area, bedroom(s), bathroom(s), storage, washer and dryer, and a patio/balcony. Overall, the proposed project would have a density of 25.5 units per acre with a floor area ratio (FAR) of 0.67 and site coverage of 23 percent.

Table 1
Residential Unit Summary

Bedrooms / Bathrooms	Unit Area	Number of Units	Percentage of Total Units
1 Bedroom / 1 Bath	722 sf	74 Units	23%
2 Bedroom / 2 Bath	994 sf	169 Units	52%
3 Bedroom / 2 Bath	1,240 sf	81 Units	25%
	Total	**324 Units**	**100%**

The proposed project would also include the development of a 5,390-sf, single-story clubhouse consisting of lounge areas, meeting space, fitness room, and leasing office. Other amenities would include a swimming pool with bar seating and tables, playground, outdoor game and lawn area, dog park, pet wash station, patio with an outdoor kitchen, two outdoor seating and barbeque areas, and bicycle parking.

Figure 1
Regional Project Location

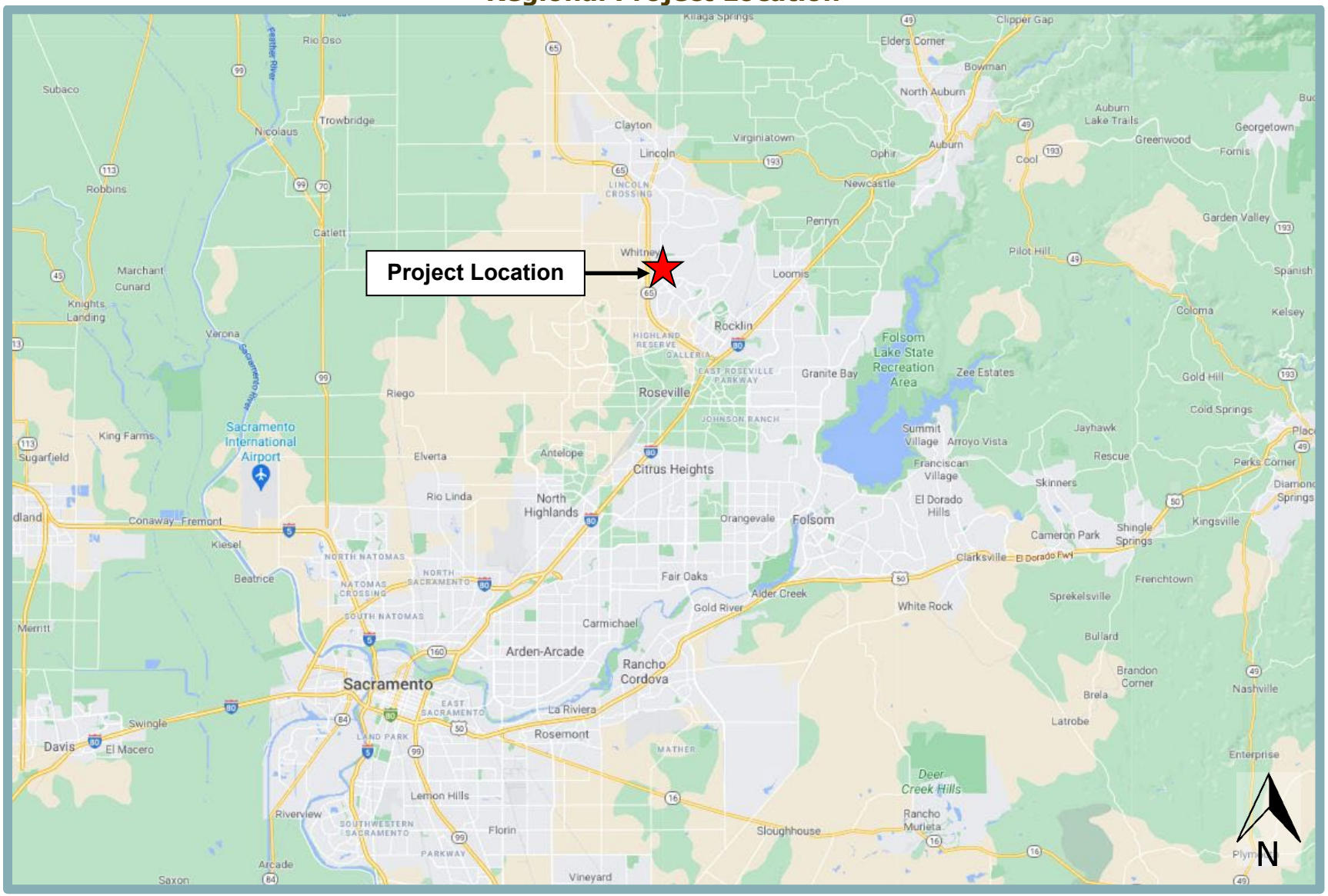
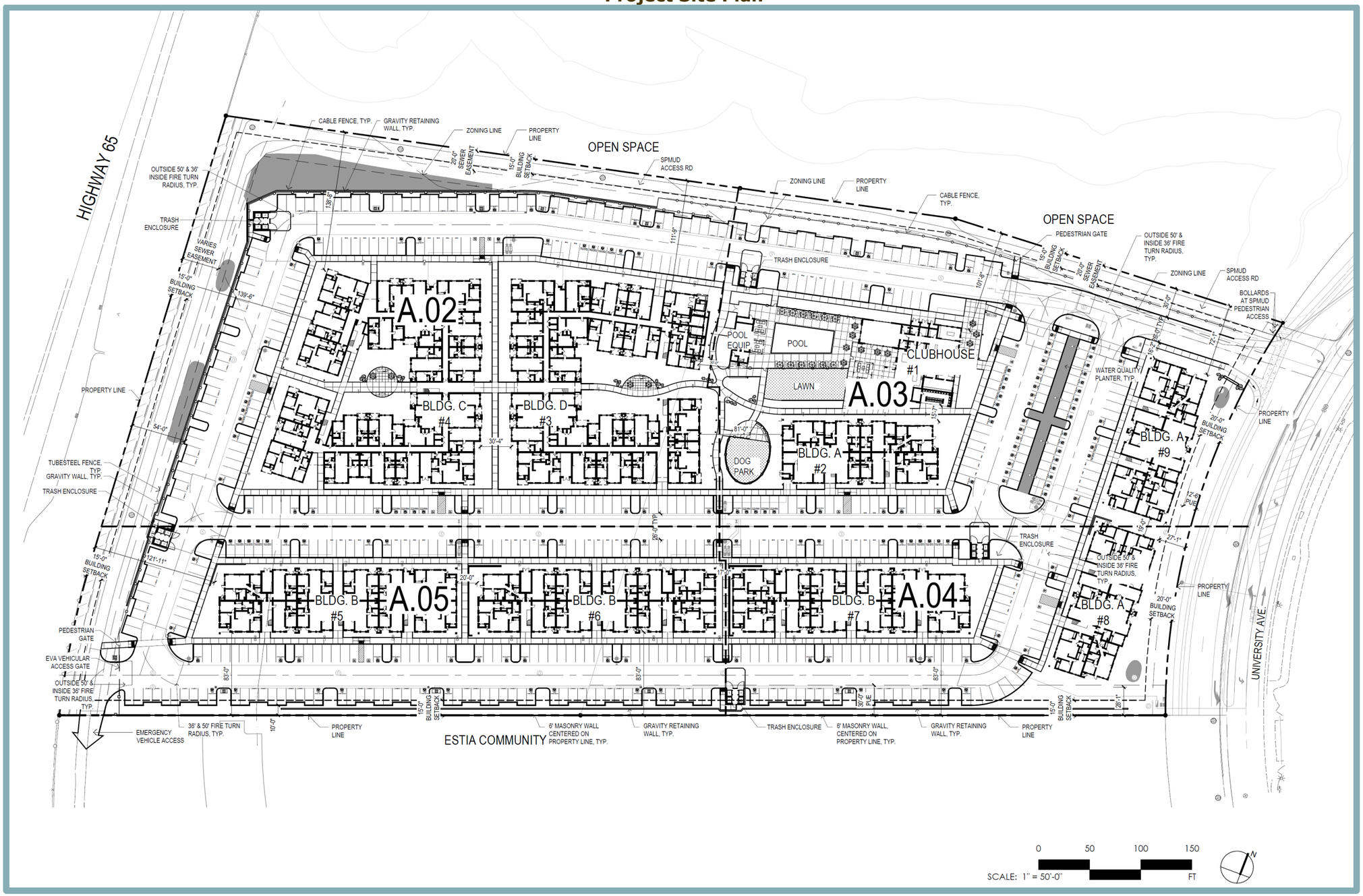


Figure 2
Project Vicinity Map


Light Industrial
Undeveloped Land and Open Space
Project Site
William Jessup University
Light Industrial Business Park
Approved Estia at Rocklin Residential and University Square Retail Projects
Harold T Bizz Johnson Expy
University Ave
Sunset Blvd
Larkspur Dr
N

Figure 3
Project Site Plan



Project Design

The proposed project would be designed consistent with the City's Design Review Objectives and Criteria and the University Architectural District Design Review Objectives and Criteria. The proposed project's design concept consists of contemporary style buildings with alternating building materials (cement plaster, vertical tile, decorative perforated metal panels) and colors. The exterior finish would be a concrete plaster with scored construction joints that create an irregular grid window pattern and horizontal siding. Varying flat rooflines would be used to break the massing and form of the three-story buildings.

The three building types would feature a similar color scheme (pearly white, light grey, light tan, brown beige, toffee brown, and slate blue beige). Color changes, recessed planes, metal railings on balconies, perforated metal panels, and light fixtures would also be used to create visual interest.

The maximum building height would be approximately 33 feet to the roof and 40 feet to the parapet. Parapets would screen mechanical equipment and rooftop photovoltaic solar panels from ground view. The following includes a description of the proposed fencing, signage, and landscaping features, and refuse collection areas.

Fencing

Post and cable fencing would be installed on the north and east sides of the project site between the project and the adjacent sewer access road. The proposed pool would be enclosed by a six-foot black open-view tubular steel fence. In addition, retaining walls of varying height are proposed within the site and along various segments of the project site's boundaries, such as along the site's southern edge. A six-foot masonry wall would also be installed on the shared property line with the approved Estia at Rocklin Residential Project to the south. The University Avenue frontage would not be fenced.

Signage

One freestanding community-identification monument sign is proposed on the University Avenue frontage south of the project site entry. Monument sign building materials and colors are proposed to complement the project design style and palette.

Landscaping

Landscaping within the project site would consist of a uniform palette of accent, shade, subordinate, and screening trees, as well as various decorative shrubs and several lawn areas throughout the site (see Figure 4). Landscaping improvements would include the use of low water, drought-tolerant plant materials.

Refuse Collection

Trash enclosures would be constructed throughout the site to accommodate trash and recycling dumpsters. Each trash enclosure would be constructed using tan, split-face concrete masonry units and metal doors painted to match the building color schemes.

Parking, Access, and Circulation

Project site access would be provided by way of a new 40-foot-wide driveway on University Avenue, located at the northeastern corner of the site. From the project access point, internal vehicle circulation would be provided by 26-foot-wide drive aisles between on-site buildings and parking areas. A gated emergency vehicle access (EVA) would also be provided in the project site's southwest corner and would connect to the Estia at Rocklin Residential Project to the south.

Figure 4
Landscaping Plan



Frontage improvements would be required along University Avenue in order to ensure safe access to the project site. Specifically, the proposed project would include the widening of University Avenue from two 12-foot lanes to four 12-foot lanes and construction of a raised median, extending north and south of the project driveway. University Avenue would also be restriped along the project frontage such that the outer two lanes would allow northbound and southbound through traffic, and the inner two lanes would allow left-turn movements into the project driveway and right-turn movements into the William Jessup University Driveway located just south of the project driveway, respectively (see Figure 5).

Accessible pedestrian paths would be provided around each of the buildings, and would connect to the existing sidewalks on University Avenue.

Under State Density Bonus Law, the proposed project would be required to include a total of 449 parking spaces (1.4 spaces per unit). If the proposed project did not include a density bonus, under Rocklin Municipal Code Section 17.66.020, 692 parking spaces (2.13 spaces/unit) would be required. The project would include a total of 571 uncovered parking spaces on-site (1.76 spaces/unit), including spaces for residents and guests. Bicycle parking would also be provided throughout the site adjacent to apartment buildings and at the clubhouse.

Utilities

The project site does not currently include utilities infrastructure; however, the proposed project would include water, sanitary sewer, and stormwater improvements, which would connect to existing infrastructure in the project vicinity (see Figure 6).

Sanitary sewer service for the proposed project would be provided by the SPMUD, which handles wastewater treatment and disposal within the project area. The proposed on-site sanitary sewer system would connect to an existing 22-inch stubbed trunk sewer line located along the western boundary of the site.

Potable water would be provided to the proposed project by Placer County Water Agency (PCWA). The proposed project would connect to the existing 12-inch water line on University Avenue by way of two new connections located at the northern and southern portions of the site.

Development of the project site would require installation of on-site drainage facilities and alteration of site topography to accommodate the proposed land uses. The site's stormwater facilities would be developed within 15 drainage management areas (DMAs) located throughout the entirety of the project site (see Figure 7). Stormwater runoff from each DMA would be conveyed through a pipe system which would route stormwater to a series of water quality basins on site prior to being discharged through three existing culverts located along the northeastern, northwestern, and western boundaries of the site towards the existing open space to the north. The existing culverts located along the northwestern and western boundaries of the site also include an existing outfall structure to help facilitate stormwater drainage.

Sustainability Features

The project design would incorporate sustainable features consistent with the California Green Building Standards Code (CALGreen), including electric vehicle charging spaces and rooftop photovoltaic systems.

Figure 5
Frontage Improvement Plan

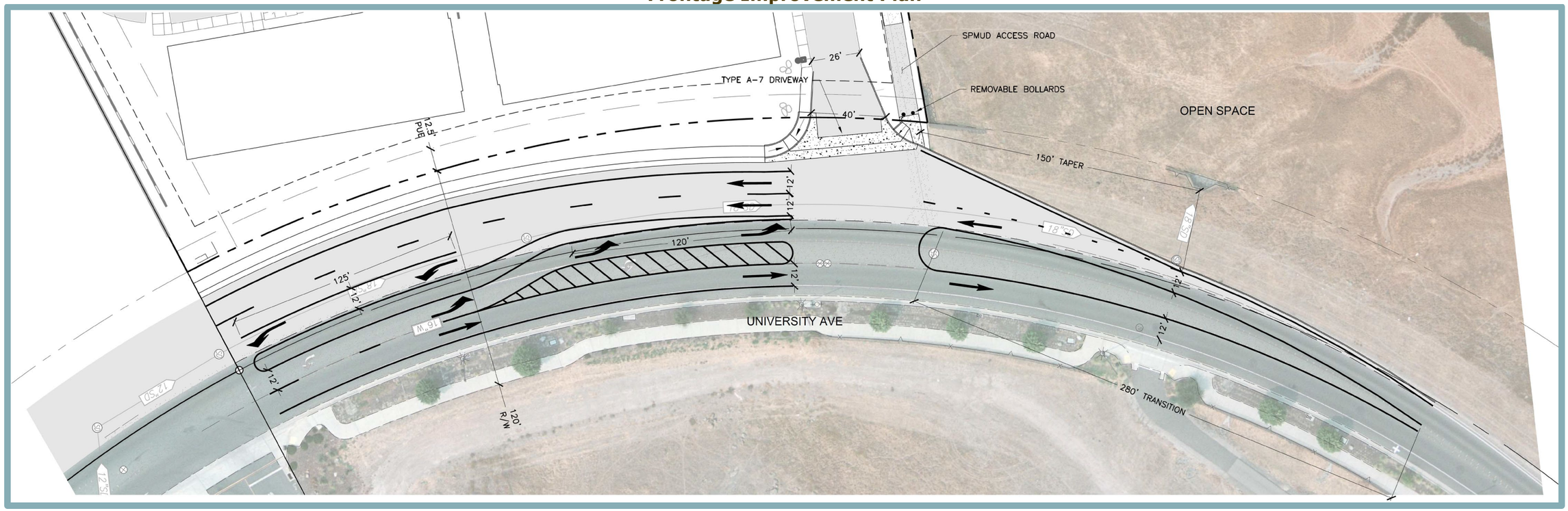


Figure 6
Utility Plan

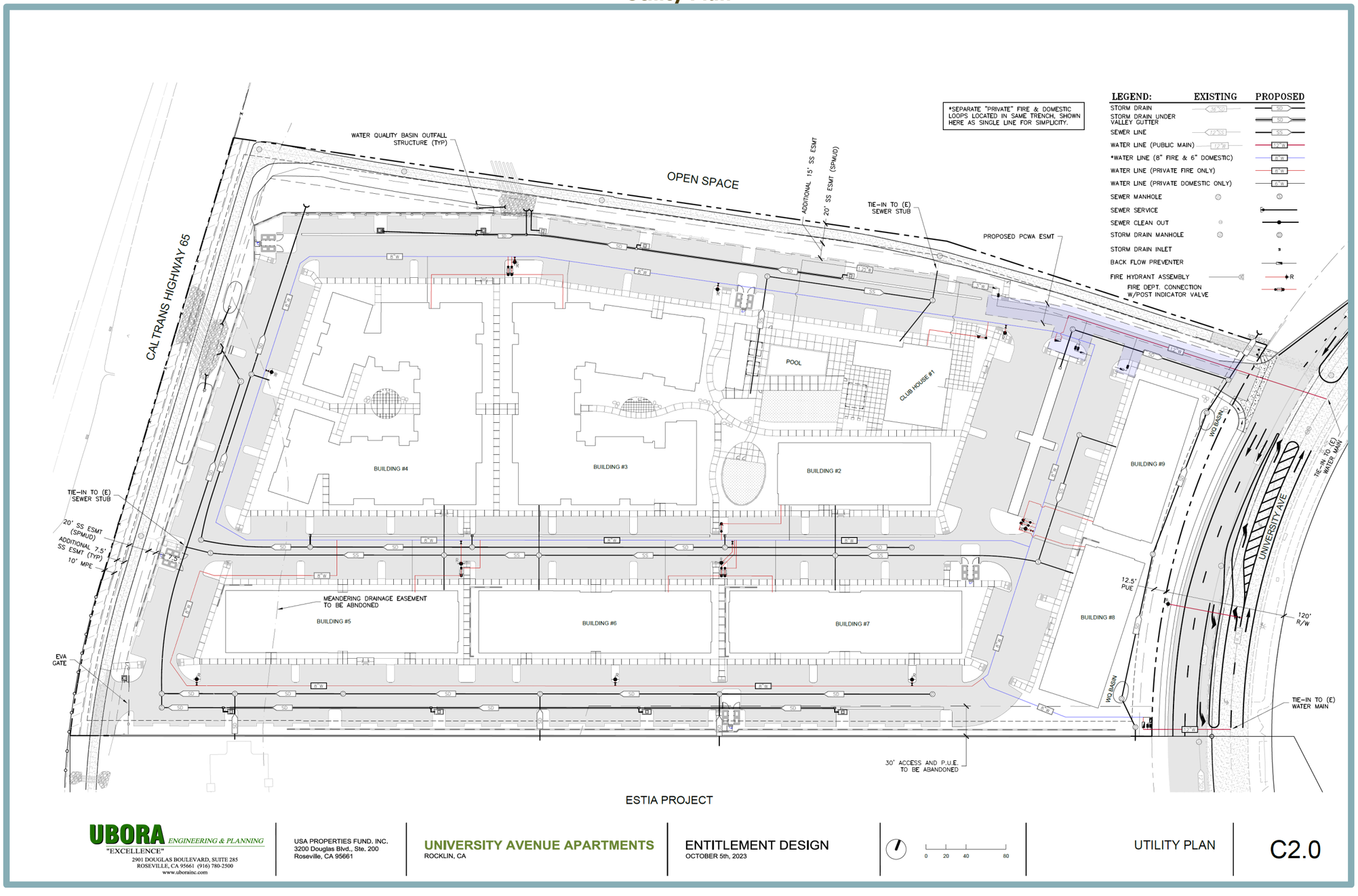
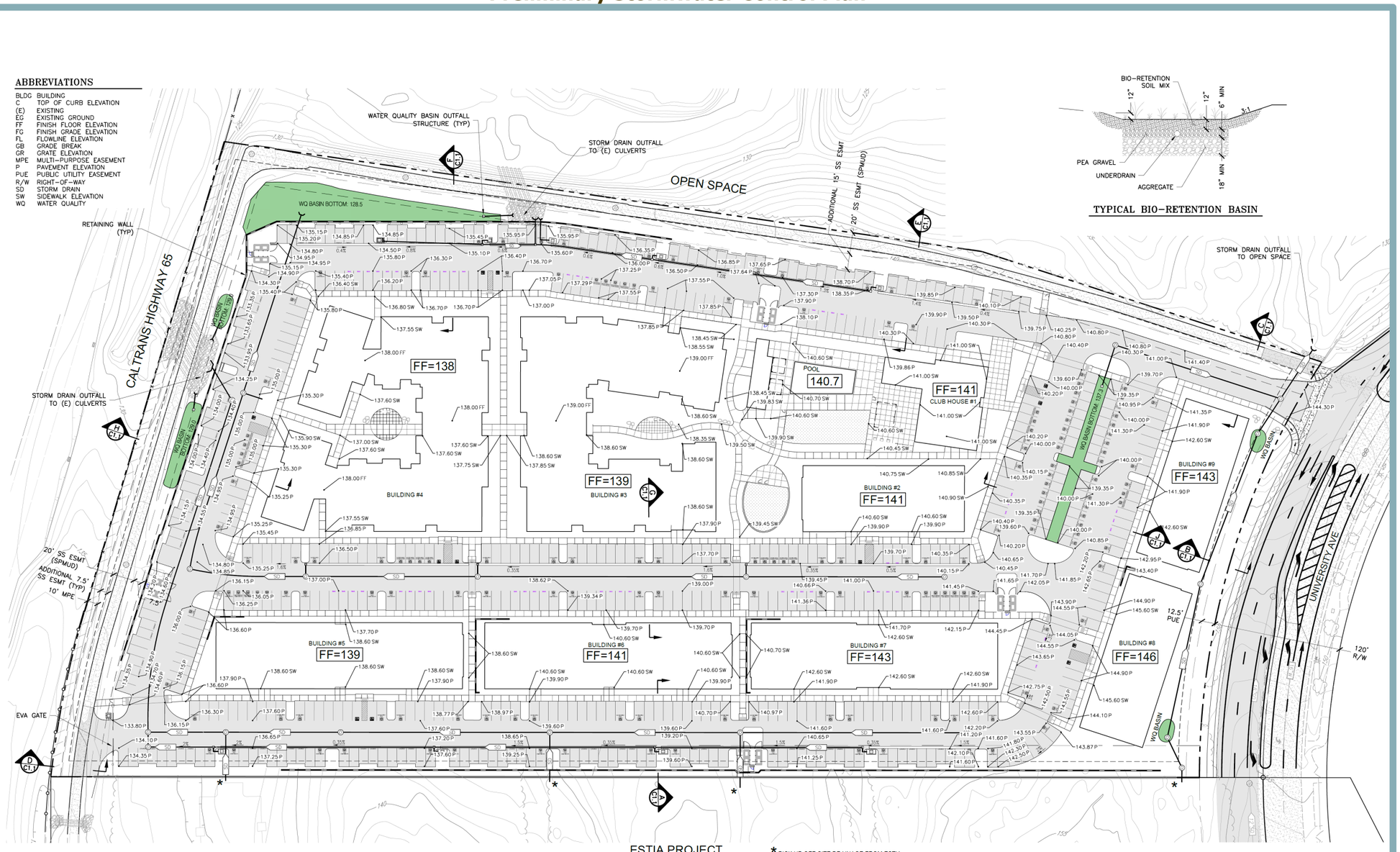


Figure 7
Preliminary Stormwater Control Plan



2.4.3 Project Approvals

The proposed project would require the City's approval of the following entitlements:

- General Plan Amendment to change 0.41-acre of the project site from R-C to MU;
- General Development Plan Amendment/Rezone to change the project site from PD-LI and OS to PD-22+; and
- Design Review.

In addition, the proposed project would be conditioned to include a lot merger to merge APN 017-276-005 (6.75 acres) and APN 017-276-006 (5.97 acres) into a single parcel.

General Plan Amendment and Rezone

The project site is currently designated MU (12.31 acres) and R-C (0.41-acre) by the City's General Plan. The proposed project would require a General Plan Amendment to change the land use designation of the 0.41-acre area on-site from R-C to MU (see Figure 8).

Similarly, the project site is designated as PD-LI (12.31 acres) and OS (0.41-acre) within the Northwest Rocklin General Development Plan and the City's zoning code. Although the project site's PD-LI zoning designation is inconsistent with the site's General Plan land use designation of MU, the proposed project would not be required to rezone the 12.31 acres of the site designated as PD-LI as the proposed project is consistent with the site's General Plan land use designation.

The Housing Accountability Act (HAA) clarifies that if the zoning standards and criteria of a project site are inconsistent with applicable, objective General Plan standards of the same site, and the development project is consistent with the applicable objective General Plan standards for the site, then a housing development project cannot be found inconsistent with the standards and criteria of the zoning designation. Further, if such an inconsistency exists, the lead agency may not require rezoning before housing development project approval. Nevertheless, the City will rezone the project site to establish conformity with the project site's General Plan land use designation. Specifically, a General Development Plan Amendment/Rezone is proposed to change the Northwest Rocklin General Development Plan and zoning designations of the site from PD-LI and OS to PD-22+ (see Figure 9).

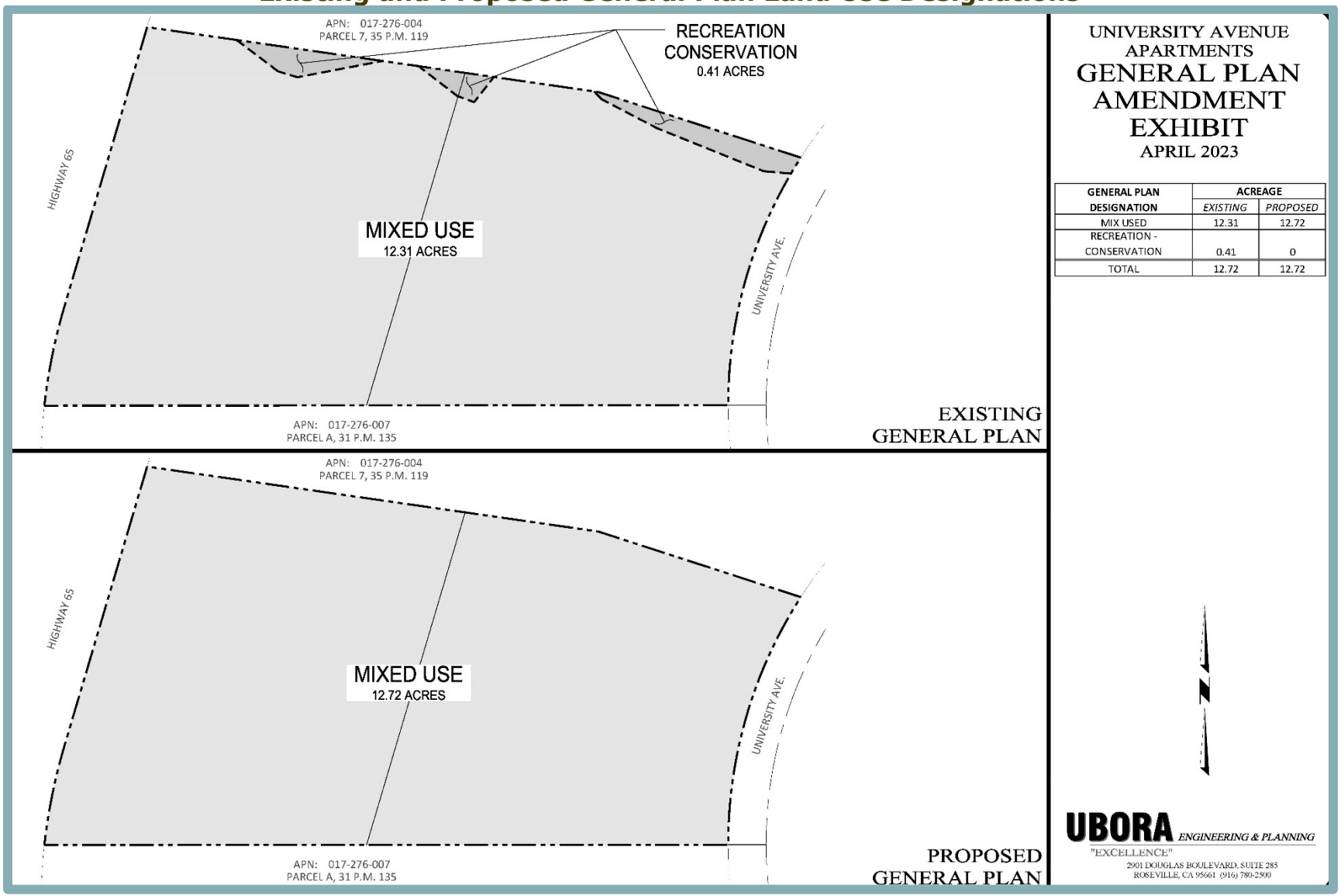
Design Review

The City of Rocklin has adopted Design Review Objectives and Criteria that are applicable to specific types of residential and non-residential projects Citywide. Topics covered include, but are not limited to site planning; building design, color, materials, and articulation; signage (building mounted and freestanding); landscaping; pedestrian amenities; loading facilities; walls; mechanical equipment screening; trash enclosures; and small lot residential subdivisions. All applicable development projects are required to undergo design review during the project approval process to ensure that the project is consistent with the City's Design Review Objectives and Criteria.

2.4.4 Density Bonus

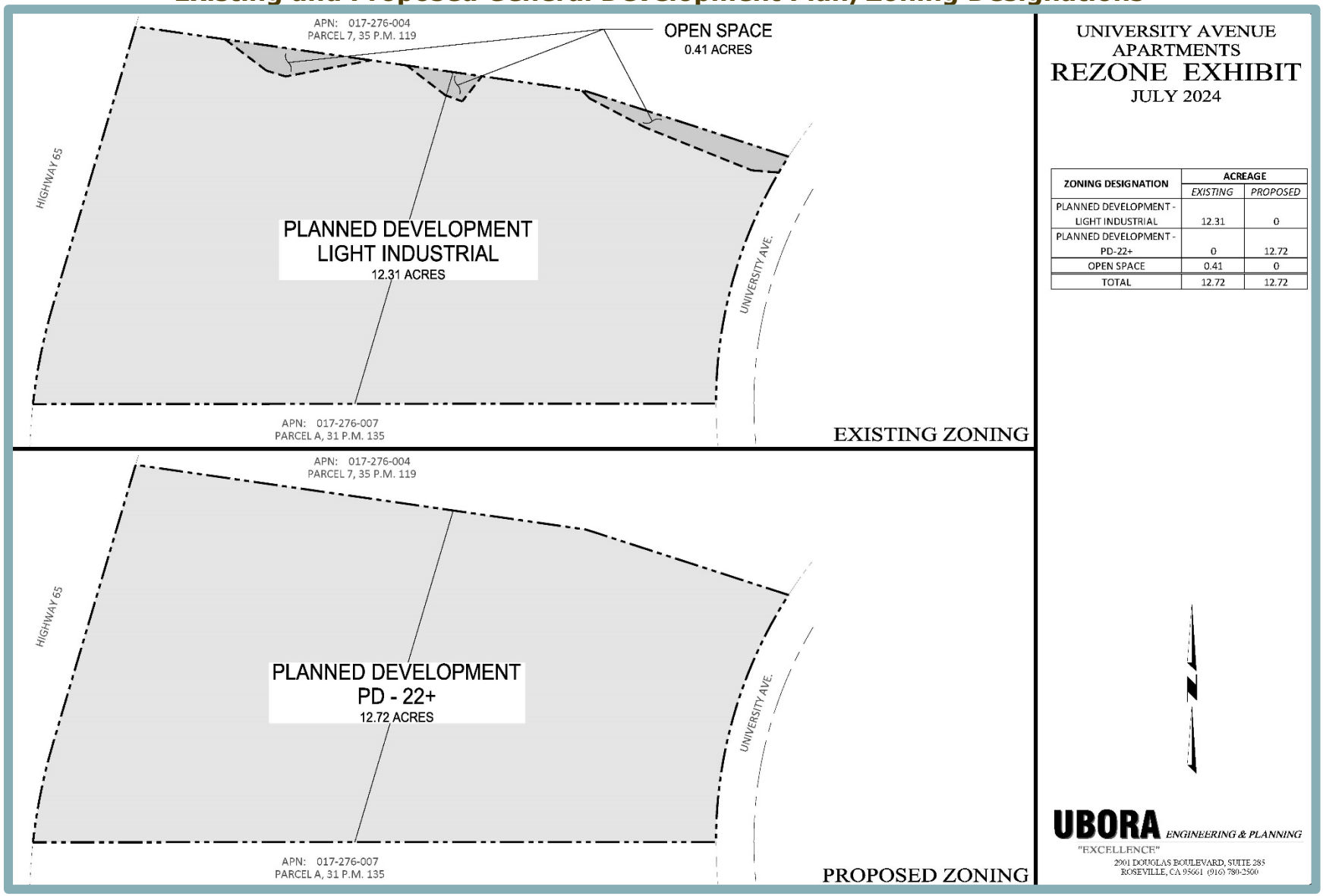
As discussed above, the proposed project would provide a total of 17 (5 percent of the total units) affordable housing units for very low-income households, and would therefore, be entitled to a 20 percent density bonus, pursuant to State Density Bonus Law. In addition, the proposed project would be entitled to one incentive/concession and a potentially unlimited number of development standard waivers. Incentives or concessions are defined as:

Figure 8
Existing and Proposed General Plan Land Use Designations



GENERAL PLAN DESIGNATION	ACREAGE	
	EXISTING	*PROPOSED*
MIX USED	12.31	12.72
RECREATION - CONSERVATION	0.41	0
TOTAL	12.72	12.72

Figure 9
Existing and Proposed General Development Plan/Zoning Designations



- A reduction in site development standards or a modification of zoning code or architectural design requirements, such as a reduction in a setback or minimum square footage requirements;
- Approval of mixed use zoning; or
- Other regulatory incentives or concessions which result in identifiable and actual cost reductions.

As discussed above, the proposed project would include a concession to allow for a reduced number of covered parking spaces as compared to what is typically required by Rocklin Municipal Code Section 17.66.020.

2.5 Previously Disclosed Impacts

As disclosed in the 2002 EIR, implementation of the Northwest Rocklin Annexation Project will result in **significant but mitigable** (to less-than-significant levels) impacts on geology, soils and seismicity; land use; public safety and hazards; and public services. **Significant and unavoidable** impacts to air quality; biological resources; cultural resources; hydrology, water quality and flooding; noise; public utilities; transportation/circulation; and visual resources were also identified. Population, employment and housing was also analyzed in detail in the 2002 EIR; however, the project was determined to have a **less-than-significant** impact on this issue area, with no mitigation required. Agricultural resources and mineral resources were identified during the initial environmental review process (prior to the preparation of the 2002 EIR) as having no potential for impacts and, thus, were **not examined in detail** in the 2002 EIR. Additionally, energy and wildfire were added as environmental issue areas after the release of the 2002 EIR, and therefore were not discussed in the 2002 EIR. The proposed project would not result in changes to any of the prior conclusions, as described below under *Environmental Analysis*.

3.0 ENVIRONMENTAL ANALYSIS

In cases where an approved project has already undergone environmental review, and the environmental document has been adopted by the lead agency, the lead agency can restrict the current review to the incremental effects of the modified project, rather than having to reconsider the overall impacts of the project. In such cases, as the project under review constitutes only a modification of a previously approved project, the "baseline" for the purposes of CEQA is adjusted such that the originally approved project is assumed to exist. As discussed above, the project site was previously anticipated for development of up to 244,600 sf of light industrial uses within the 2002 EIR. Thus, the environmental baseline for this Addendum is appropriately considered to be the approved conditions of the site, as anticipated by the 2002 EIR.

This Addendum to the Northwest Rocklin Annexation (Sunset Ranchos) EIR (2002 EIR) includes the following analysis to demonstrate that environmental impacts associated with the proposed project are consistent with the impacts identified within the 2002 EIR.

3.1 Aesthetics

The following includes a discussion of the previous impacts identified in the 2002 EIR, the impacts associated with the proposed project, and a description of the mitigation measures applicable to the proposed project related to aesthetics.

3.1.1 Summary of Aesthetics Impacts from 2002 EIR

The 2002 EIR found that implementation of the Northwest Rocklin Annexation Project would result in a significant and unavoidable aesthetic impact due to substantially altering the existing visual character of the site. Development of the project would result in the conversion of grassland and open space to developed, urban area. However, proposed residential development was

determined to be typical of the residential development in the adjacent areas in Rocklin, and the project would not affect scenic highways. The Northwest Rocklin General Development Plan would help new development integrate with existing residential areas by containing policies guiding visual quality of future structures. The project would preserve areas of open space and open space corridors. Trees and landscaping would also be incorporated to enhance the visual quality of the site. Impacts related to constructing a development that is considered visually incompatible with surrounding uses would be less than significant. However, impacts related to substantially altering the existing visual character of the site would remain significant and unavoidable.

The Northwest Rocklin Annexation Project was also found to result in significant impacts related to altering lighting in the area. The proposed development would include new sources of nighttime lighting that would be substantially greater than existing conditions and could interfere with neighboring properties. Additionally, construction of stadiums and ballparks would require large light fixtures that would substantially increase nighttime lighting in surrounding areas. The 2002 EIR included a measure requiring the project applicant to ensure that roadway streetlights on the project site adhere to the City of Rocklin light standards. The 2002 EIR also includes Mitigation Measure MMM-3(a), which would reduce lighting impacts from proposed commercial properties to below a level of significance. Mitigation Measure MMM-3(b) would reduce lighting impacts from stadiums and ballparks, but such impacts would remain significant and unavoidable. The project was found to not substantially increase glare, and impacts related to glare would be less than significant.

3.1.2 Aesthetics Impacts Associated with Proposed Project

The proposed project would include the development of 12 three-story apartment buildings with a total of 324 units on a site which was previously anticipated for light industrial uses within the 2002 EIR.

According to the Northwest Rocklin General Development Plan, the maximum allowable height for development within the PD-LI zone is 30 feet (or 50 feet with approval of a use permit), and the maximum allowable lot coverage is 50 percent. The proposed project would be built at a maximum of 38 feet (including the parapets to hide rooftop mechanical equipment and solar panels) and 40-feet-three-inches on corners with sloped parapet rooflines, and would have a maximum lot coverage of 23 percent. As such, while the proposed project would result in the development of a different land use as compared to what was anticipated in the 2002 EIR, the proposed project would generally be consistent with the development standards assumed for the site. The maximum allowable height for development within the PD-22+ zone is 50 feet. The proposed project's maximum heights of 38 feet and 40-feet-three-inches on corners with sloped parapet rooflines would be below the 50-foot maximum height requirement, and therefore, approval of a use permit would not be required. Overall, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to substantially altering the existing visual character of the site.

In addition, existing uses surrounding the project site include undeveloped land, open space and a pond to the north; William Jessup University to the east, across University Avenue; a light industrial business park to the west beyond SR 65; and the approved, but not yet constructed, Estia at Rocklin Residential Project and the University Square Retail Project to the south, which will include development of 200 detached rental units and eight buildings totaling 108,500 square feet, respectively. Several additional residential developments are also located further north and east of the site. Therefore, the proposed project would be considered generally visually compatible with the existing and planned surrounding uses.

Furthermore, the area of disturbance associated with the proposed project would not extend beyond the boundaries of the overall Northwest Rocklin Annexation Area analyzed in the 2002 EIR. According to the California Department of Transportation's (Caltrans) Scenic Highway System Lists,[4] additional State scenic highways have not been designated in the project area since the 2002 EIR was drafted, and SR 65, adjacent to the project site, is not designated as a State scenic highway. As such, the currently proposed project would not substantially damage scenic resources, including, but not limited to rock outcroppings, and historic buildings within a State scenic highway.

Development of the proposed project would involve new sources of light and glare associated with lighting fixtures within the proposed buildings and parking areas. Headlights from vehicles driving within the project site would also result in sources of light and glare. However, such sources of light and glare would not be substantially more intensive than what was anticipated for the site within the 2002 EIR. For instance, light and glare associated with light industrial uses would be generated by vehicles traveling on SR 65 and University Avenue in the project vicinity, and from lighting fixtures within the buildings and parking areas. In addition, since the 2002 EIR was certified, lighting technology has improved considerably including LED components, lower spillover, and programmable levels. As such, the proposed lighting is anticipated to have a lesser impact than what was previously anticipated in the 2002 EIR. The proposed project would also be subject to the 2022 Building Energy Efficiency Standards (Title 24, Part 6 CCR), which regulates outdoor lighting characteristics of new development such as maximum power and brightness, shielding, and controls to turn lighting on and off. Furthermore, the proposed project would be required to incorporate the aesthetics required measure listed in the 2002 EIR requiring the applicant to ensure roadway streetlights on the site adhere to the City of Rocklin light standards.

Given the above, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to aesthetics.

3.1.3 Aesthetics Mitigation Measures

The following presents the mitigation measure applicable to the proposed project related to aesthetics.

Prior Mitigation Measures

Mitigation Measures MMM-3(a) and MMM-3(b) are related to lighting standards for development of commercial properties and high intensity light producing uses such as stadiums and ball fields, none of which would be developed as part of the proposed project. Thus, Mitigation Measures MMM-3(a) and MMM-3(b) are not applicable to the proposed project and have been omitted from this Addendum. The aesthetics required measure (i.e., REQ-MM) in the 2002 EIR would be applicable to the proposed project and is provided below.

REQ-MM The project applicant shall ensure that roadway streetlights on the project site adhere to the City of Rocklin light standards.

Modified Mitigation Measures

None Required.

[4] California Department of Transportation. *California State Scenic Highway System Map*. Available at: https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aacaa. Accessed August 2023.

New Mitigation Measures
None Required.

3.2 Agriculture and Forestry Resources

The following includes a discussion of the previous impacts identified in the 2002 EIR, as well as the impacts associated with the proposed project.

3.2.1 Summary of Agriculture and Forestry Resources Impacts from 2002 EIR

The 2002 EIR did not contain an agricultural resources chapter; however, potential impacts to agricultural resources resulting from implementation of the Northwest Rocklin Annexation Project were analyzed within the Land Use chapter. As discussed in the 2002 EIR, although the Sunset Ranchos portion of the site was designated for Residential-Agriculture by the Placer County General Plan, this region was not being used for agricultural uses. The City of Rocklin adopted Planning Reserve and Light Industrial land use designations for the region.

The 2002 EIR determined that no parcels within the project were under a Williamson Act contract, so a conflict with a Williamson Act contract would not occur. Additionally, the California Department of Conservation Farmland Mapping and Monitoring Program had not identified any Prime, Unique, or Important Farmlands within the project area. No agricultural uses existed within the project area, with the exception of seasonal livestock grazing within Parcel K. As determined by the California Department of Conservation, soils within Grazing Land are not suitable for growing crops. Significant impacts to agriculture and forestry resources would not occur with implementation of the Northwest Rocklin Annexation Project, and no mitigation was required.

3.2.3 Agriculture and Forestry Resources Impacts Associated with Proposed Project

The area of disturbance associated with the proposed project would not extend beyond the boundaries of the overall Northwest Rocklin Annexation Area analyzed in the 2002 EIR, which is not considered as prime farmland or agricultural land, zoned for agricultural use or forest land, or under a Williamson Act contract. According to the Department of Conservation's Farmland Mapping and Monitoring Program (FMMP), the project site contains lands designated as Grazing Land.[5] Therefore, the proposed project would not result in more significant impacts related to agriculture and forestry resources than what was previously evaluated in the 2002 EIR.

Given the above, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to agriculture and forestry resources.

3.2.4 Agriculture and Forestry Resources Mitigation Measures

The following presents the mitigation measures applicable to the proposed project related to agriculture and forestry resources.

Prior Mitigation Measures
None Required.

Modified Mitigation Measures
None Required.

[5] Department of Conservation. *California Important Farmland Finder.* Available at: https://maps.conservation.ca.gov/DLRP/CIFF/. Accessed August 2023.

New Mitigation Measures
None Required.

3.3 Air Quality

The following includes a discussion of the previous impacts identified in the 2002 EIR, the impacts associated with the proposed project, and a description of the mitigation measures applicable to the proposed project related to air quality.

3.3.1 Summary of Air Quality Impacts from 2002 EIR

Construction of the Northwest Rocklin Annexation Project was determined to generate criteria air pollutants that would exceed Placer County Air Pollution Control District (PCAPCD) thresholds, resulting in significant impacts. The 2002 EIR included three required measures to help lower such emissions, including requiring the applicant to comply with all PCAPCD rules and regulations, the Uniform Building Code, and Title 24 of the CCR. The 2002 EIR also included Mitigation Measures GMM-1(a) and GMM-1(b) to minimize construction emissions. However, impacts would remain significant and unavoidable.

Operation of the Northwest Rocklin Annexation Project was determined to result in significant generation of both vehicle and area source air pollutants, increasing total air pollutant emissions. The 2002 EIR identified five required measures to minimize the release of pollutants during operation, including the three required measures discussed above. The measures also required that only United States Environmental Protection Agency (USEPA) certified woodstoves shall be installed, the project shall comply with all Environmental Protection Agency regulations to wood burning stoves, and the project shall comply with all federal EPA-mandated requirements. The 2002 EIR also included Mitigation Measures GMM-2(a) through GMM-2(g) to further reduce operational emissions. However, operational emissions would remain significant and unavoidable.

The Northwest Rocklin Annexation Project was determined to result in less-than-significant impacts related to increasing carbon monoxide (CO) at some intersections and potentially exposing sensitive receptors to stationary source pollutants and toxic air contaminants (TACs). Therefore, mitigation is not required for these issues. However, the required measures discussed above would still be incorporated.

The Northwest Rocklin Annexation Project, in combination with other cumulative development, was found to potentially hinder the PCAPCD's ability to bring the region into attainment for ozone (O_3) and particulate matter 10 microns in diameter (PM_{10}). Implementation of Mitigation Measure GMM-5, which simply requires implementation of Mitigation Measures GMM-1 and GMM-2, would reduce impacts, but such cumulative impacts would remain significant and unavoidable. Potential cumulative impacts related to increasing CO concentrations at some intersections was found to be less than significant, and mitigation was not required.

3.3.2 Air Quality Impacts Associated with Proposed Project

The project site is located within the Sacramento Valley Air Basin (SVAB) and is under the jurisdiction of the PCAPCD. The SVAB is designated nonattainment for the federal particulate matter 2.5 microns in diameter ($PM_{2.5}$) and the State PM_{10} standards, as well as for both the federal and State ozone standards. The federal Clean Air Act requires areas designated as federal nonattainment to prepare an air quality control plan referred to as the State Implementation Plan (SIP). The SIP contains the strategies and control measures for states to use to attain the federal ambient air quality standards (AAQS).

The current applicable air quality plan for the project area is the Sacramento Regional 2009 NAAQS 8-Hour Ozone Attainment and Reasonable Further Progress Plan (Ozone Attainment Plan), updated July 24, 2017. The Ozone Attainment Plan demonstrates how existing and new control strategies would provide the necessary future emission reductions to meet the Federal Clean Air Act requirements, including the federal AAQS.

In addition to strengthening the 8-hour ozone federal AAQS, the USEPA also strengthened the secondary 8-hour ozone federal AAQS, making the secondary standard identical to the primary standard. The SVAB remains classified as a severe nonattainment area for ozone with an attainment deadline of 2027. On October 26, 2015, the USEPA released a final implementation rule for the revised NAAQS for ozone to address the requirements for reasonable further progress, modeling and attainment demonstrations, and reasonably available control measures (RACM) and reasonably available control technology (RACT). On April 30, 2018, the USEPA published designations for areas in attainment/unclassifiable for the 2015 ozone standards. The USEPA identified the portions of Placer County within the SVAB as nonattainment for the 2015 ozone standards.[6] Due to the designation of the SVAB as nonattainment for the 2015 standards, the PCAPCD will work with other regional air districts to prepare a new ozone SIP for the revised 2015 standards.

General conformity requirements of the regional air quality plan include whether a project would cause or contribute to new violations of any AAQS, increase the frequency or severity of an existing violation of any AAQS, or delay timely attainment of any AAQS. In order to evaluate ozone and other criteria air pollutant emissions and support attainment goals for those pollutants that the area is designated nonattainment, the PCAPCD has adopted recommended thresholds of significance for emissions of PM_{10} and the ozone precursors reactive organic gases (ROG) and oxides of nitrogen (NO_X). On October 13, 2016, the PCAPCD adopted updated significance thresholds for the aforementioned pollutants. The significance thresholds, expressed in pounds per day (lbs/day), listed in Table 2 are the PCAPCD's current thresholds of significance for use in the evaluation of air quality impacts associated with proposed development projects.

In order to determine whether the proposed project would result in new or more severe significant impacts as compared to what was assumed for the site in the 2002 EIR and 2008 Addendum, emissions have been estimated for both the Approved Conditions and Proposed Project scenarios using the California Emissions Estimator Model (CalEEMod) version 2022 web-based software – a statewide model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify air quality emissions, including greenhouse gas (GHG) emissions, from land use projects. The model applies inherent default values for various land uses, including construction data, trip generation rates, vehicle mix, trip length, average speed, compliance with the California Building Standards Code (CBSC), etc. Where project-specific data was available, such data was input into the model (e.g., construction phases and timing, inherent site or project design features, compliance with applicable regulations, etc.).

Table 2
PCAPCD Thresholds of Significance (lbs/day)

Pollutant	Construction Threshold	Operational Threshold
ROG	82	55
NO_X	82	55
PM_{10}	82	82

Source: Placer County Air Pollution Control District. CEQA Handbook. 2017.

[6] U.S. Environmental Protection Agency. *Nonattainment and Unclassifiable Area Designations for the 2015 Ozone Standards*. April 30, 2018.

The modeling for the Approved Conditions Scenario assumed the following:

- Construction would begin in January 2025;
- The land use would be 244,600 sf of general light industrial uses.

The modeling for the Proposed Project Scenario assumed the following:

- Construction would begin in January 2025 and occur over approximately two years;
- The proposed project would result in the development of a 324-unit multi-family apartment complex; and
- Trip generation rates were updated based on a project-specific traffic analysis prepared by Kimley Horn;
- Fireplaces would not be included within the proposed development.

All CalEEMod results are included in Appendix A to the Air Quality and Greenhouse Gas Impact Analysis prepared for the proposed project, which is included as Appendix A of this Addendum. The results of the emissions analysis for construction and operational emissions are discussed separately below.

Table 3 presents the estimated unmitigated construction-related emissions under the Approved Conditions Scenario and the Proposed Project Scenario.

Table 3
Maximum Unmitigated Construction Emissions (lbs/day)

	ROG	NO_X	PM_{10}
Approved Conditions Scenario	6.44	31.7	21.2
Proposed Project Scenario	8.09	31.7	21.2
Net Change	*+1.65*	*+0.0*	*+0.0*
PCAPCD Significance Threshold	**82.0**	**82.0**	**82.0**
Exceeds Threshold?	**NO**	**NO**	**NO**
Source: CalEEMod, April 2024 (see Appendix A).			

As shown in Table 3, implementation of the Proposed Project Scenario would result in a net increase in ROG by 1.65 lbs/day as compared to the Approved Conditions Scenario. In addition, emissions of NO_X and PM_{10} would be similar under the Proposed Project Scenario and the Approved Conditions Scenario. However, the total construction-related emissions associated with the Proposed Project Scenario would be below the applicable PCAPCD thresholds of significance for all criteria pollutants. Therefore, construction of the proposed project would not violate any AAQS or contribute substantially to an existing or projected air quality violation.

Table 4 presents the estimated unmitigated operational emissions under the Approved Conditions Scenario and the Proposed Project Scenario.

Table 4
Maximum Unmitigated Operational Emissions (lbs/day)

	ROG	NO_X	PM_{10}
Approved Conditions Scenario	9.31	2.17	2.89
Proposed Project Scenario	19.4	11.8	19.1
Net Change	*+10.09*	*+9.63*	*+16.21*
PCAPCD Significance Threshold	**55.0**	**55.0**	**82.0**
Exceeds Threshold?	**NO**	**NO**	**NO**
Source: CalEEMod, April 2024 (see Appendix A).			

As shown in the table, similar to the above, implementation of the Proposed Project Scenario would result in a net increase in ROG, NO_X, and PM_{10} as compared to the Approved Conditions Scenario. However, the total operational emissions associated with the Proposed Project Scenario would be below the applicable PCAPCD thresholds of significance for all criteria pollutants. Accordingly, operations of the proposed project would not violate any AAQS or contribute substantially to an existing or projected air quality violation.

Additionally, as discussed above, impacts related to emissions of localized CO and exposing sensitive receptors to substantial pollutant concentrations were determined to be less than significant within the 2002 EIR. Given the area of disturbance associated with the proposed project would not extend beyond the boundaries of the overall Northwest Rocklin Annexation Area analyzed in the 2002 EIR, the proposed project would not be anticipated to result in any new significant impacts associated with CO or TACs during construction.

With regard to operational CO emissions, according to the modeling performed for the Proposed Project Scenario, operation of the project would result in maximum mobile source CO emissions of 93.5 lbs/day, an increase in 67.4 lbs/day as compared to the 26.1 lbs/day of mobile source CO emissions generated under the Approved Conditions Scenario. However, CO emissions related to operation of the proposed project would be below the 550 lbs/day screening threshold used by PCAPCD.

The proposed multi-family residences would not involve long-term or frequent operations of any stationary diesel engines. Thus, project operations would not result in the production of substantial concentrations of TAC emissions.

In addition, considering the low level of emissions estimated to occur from the proposed project, implementation of the proposed project would not be anticipated to result in measurable health effects or a substantial contribution to net health effects in the project region.

Given all of the above, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to air quality.

3.3.4 Air Quality Mitigation Measures

The following presents the mitigation measures applicable to the proposed project related to air quality.

Prior Mitigation Measures

Mitigation Measures GMM-1(a), GMM-2(b), GMM-2(e), GMM-2(f), and GMM-5 from the 2002 EIR remain applicable to the proposed project and would further reduce air quality impacts. Additionally, the applicable air quality required measures (REQ-MM) from the 2002 EIR are provided below. All other mitigation measures included in the 2002 EIR related to air quality are related to design features (i.e., woodburning fireplaces) that would not be included as part of the proposed project, or apply to land uses that would not be developed as part of the proposed project (i.e., single-family residences, commercial land uses). Such measures are not applicable to the proposed project and, therefore, have been omitted from this Addendum.

GMM-1(a) Prior to commencement of grading, the project applicant shall submit a Construction Emission/dust control plan for approval by the City engineer and the Placer County Air Pollution Control District. This plan shall specify measures to reduce dust pollution during all phases of construction. These measures may include the following:

(i) Traffic speeds on all unpaved road surfaces shall be posted at 25 mph or less.
(ii) All grading operations shall be suspended when wind speeds exceed 25 mph.
(iii) All trucks leaving the site shall be washed off to eliminate dust and debris.
(iv) All construction equipment shall be maintained in clean condition.
(v) All exposed surfaces shall be revegetated as quickly as feasible.
(vi) If fill dirt is brought to the construction site, tarps or soil stabilizers shall be placed on the dirt piles to minimize dust problems.
(vii) Water or dust palliatives shall be applied on all exposed earth surfaces as necessary to control dust. Construction contracts shall include dust control treatment as frequently as necessary to minimize dust.
(viii) No open burning of any kind.

GMM-2(b) Tree planting programs shall include planting at least one tree per lot, for shade.

GMM-2(e) To reduce emissions associated with landscape management the project applicant shall landscape with native drought-resistant species, where appropriate, to reduce water consumption, emissions from lawn equipment and to provide passive solar benefits.

GMM-2(f) Low NO_x hot water heaters shall be installed per Air District Rule.

GMM-5 Implement Mitigation Measures GMM-1, GMM-2, and GMM-4.

REQ-MM The project applicant shall comply with all of Placer County Air Pollution Control District's rules and regulations.

REQ-MM The project applicant shall comply with all requirements in the Uniform Building Code.

REQ-MM The project applicant shall comply with all requirements in the California Code of Regulations, Title 24.

Additionally, the proposed project would be subject to the City of Rocklin's standard air quality conditions of approval listed below. Adherence to the conditions would ensure impacts related to the exposure of sensitive receptors to substantial pollutant concentrations resulting from the proposed project would be less than significant.

1. Prior to commencement of grading, the developer shall submit a Construction Emission / Dust Control Plan for approval by the City Engineer and the Placer County Air Pollution Control District. This plan must address how the project meets the minimum requirements of sections 300 and 400 of Rule 228-Fugitive Dust.
2. Any diesel-powered equipment used during project construction shall be Air Resources Board (ARB) certified.
3. The prime contractor shall submit to the Placer County Air Quality Control District a comprehensive inventory (e.g., make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used in aggregate of 40 or more hours for the construction project. If any new equipment is added after submission of the inventory, the prime contractor shall contact the District prior to the new equipment being utilized. At least three business days prior to the use of subject heavy-duty off-road equipment, the project representative shall provide the District with the anticipated

construction timeline including start date, name, and phone number of the property owner, project manager, and on-site foreman.

4. Construction equipment exhaust emissions shall not exceed Placer County APCD Rule 202 Visible Emission limitations. Operators of vehicles and equipment found to exceed opacity limits are to be immediately notified by APCD to cease operations and the equipment must be repaired within 72 hours.
5. Processes that discharge 2 pounds per day or more of air contaminants, as defined by California State Health and Safety Code Section 39013, to the atmosphere may require a permit. Developers / Contractors should contact the Placer County Air Pollution Control District prior to construction or use of equipment and obtain any necessary permits.
6. During construction, the contractor shall minimize idling time to a maximum of 5 minutes for all diesel-powered equipment.
7. Traffic speeds on all unpaved road surfaces shall be posted at 15 mph or less.
8. During construction the contractor shall utilize existing power sources (e.g., power poles) or clean fuel (e.g., gasoline, biodiesel, natural gas) generators to minimize the use of temporary diesel power generators.
9. All construction equipment shall be maintained in clean condition.
10. The prime contractor shall be responsible for keeping adjacent public thoroughfares clean of silt, dirt, mud, and debris, and shall “wet broom” the streets (or use another method to control dust as approved by the City) if silt, dirt mud or debris is carried over to adjacent public thoroughfares.
11. If fill dirt is brought to or exported from the construction site, tarps or soil stabilizers shall be placed on the dirt piles to minimize dust problems.
12. All grading operations shall be suspended when fugitive dust emissions exceed Placer County Air Pollution Control District Rule 228-Fugitive Dust limitations. The prime contractor shall be responsible for having an individual who is CARB-certified to perform Visible Emissions Evaluations (VEE). This individual shall evaluate compliance with Rule 228 on a weekly basis.
13. Fugitive dust emissions shall not exceed 40 percent opacity and shall not go beyond the property boundary at any time. If lime or other drying agents are utilized to dry out wet grading areas, the developer shall ensure such agents are controlled so as not to exceed District Rule 228-Fugitive Dust limitations.
14. The prime contractor shall suspend all grading operations when wind speeds (including instantaneous gusts) are excessive and dust is impacting adjacent properties.
15. Water shall be applied to control fugitive dust, as needed, to prevent impacts offsite. Operational water trucks shall be onsite to control fugitive dust. Construction vehicles leaving the site shall be cleaned to prevent dust, silt, mud, and dirt from being released or tracked off-site.
16. In order to minimize wind driven dust during construction, the prime contractor shall apply methods such as surface stabilization, establishment of a vegetative cover, paving, (or use another method to control dust as approved by the City).
17. Open burning of any kind shall be prohibited. All removed vegetative material shall be either chipped on site or taken to an appropriate recycling site, or if a site is not available, a licensed disposal site.
18. Chemical soil stabilizers, vegetative mats, or other appropriate best management practices, in accordance with manufacturers’ specifications, shall be applied to all-inactive construction areas (previously graded areas which remain inactive for 96 hours).
19. All exposed surfaces shall be revegetated as quickly as feasible.

Modified Mitigation Measures

Mitigation Measure GMM-1(b) from the 2002 EIR remains applicable to the proposed project and would further reduce air quality impacts. However, requirements regarding heavy-duty off-road

equipment have become more stringent since the certification of the 2002 EIR. Therefore, Mitigation Measure GMM-1(b) has been modified to remove outdated fleet standards (modified text is double-underlined).

GMM-1(b) The contractor shall reduce NO_X and ROG emissions by complying with the construction vehicle air pollutant control strategies developed by the Placer County Air Pollution Control District. The contractor shall include in construction contracts the following requirements or measures shown to be equally effective:

(i) Contractors' construction equipment shall be properly maintained and tuned during construction activity.
(ii) Contractors shall use low emission mobile construction equipment where possible.
(iii) Construction equipment exhaust emissions shall not exceed District Rule 202 Visible Emission limitations.
(iv) The prime contractor shall submit to the District a comprehensive inventory (i.e., make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used an aggregate of 40 or more hours for the construction project. District personnel, with assistance from the California Air Resources Board, will conduct initial Visible Emission Evaluations of all heavy-duty equipment on the inventory list.
(v) Construction contracts shall stipulate that all equipment with horsepower ratings of 350 or greater, including scrapers, used during project grading shall meet the CARB's Tier 3 emissions standards or cleaner.

In lieu of or in addition to this requirement, an applicant can use other measures to reduce particulate matter and nitrogen oxide emissions from their project through the use of emulsified diesel fuel and/or particulate matter traps. The District shall be contacted to discuss this measure.

New Mitigation Measures
None Required.

3.4 Biological Resources

The following includes a discussion of the previous impacts identified in the 2002 EIR, the impacts associated with the proposed project, and a description of the mitigation measures applicable to the proposed project related to biological resources.

3.4.1 Summary of Biological Resources Impacts from 2002 EIR

The 2002 EIR determined that implementation of the Northwest Rocklin Annexation Project may result in the loss of rare plant populations, which could result in potentially significant biological impacts. Such impacts would be reduced to below a level of significance with implementation of Mitigation Measures QMM-1(a) through QMM-1(c). The project would also result in the loss of native oak trees, resulting in significant and unavoidable impacts.

Construction of the Northwest Rocklin Annexation Project was determined to have the potential to result in the loss of wetlands; however, such impacts would be mitigated to below a level of significance with Mitigation Measures QMM-3(a) and QMM-3(b). Similarly, the project was determined to result in potentially significant impacts to stream channels through alteration or degradation of such channels during construction and grading activities. Impacts would be mitigated to below a level of significance with Mitigation Measure QMM-4.

The Northwest Rocklin Annexation Project was determined to have the potential to result in the disturbance of nesting migratory birds or raptors. Impacts would be lowered to below a level of significance through Mitigation Measures QMM-6(a) through QMM-6(c). The project was also determined to have the potential to result in the loss of federally listed vernal pool crustaceans and their habitat. Impacts would be lowered to below a level of significance through Mitigation Measures QMM-7(a) and QMM-7(b). The Northwest Rocklin Annexation Project was determined to result in less-than-significant impacts related to the loss of individual elderberry longhorn beetles and their habitat, and would not conflict with an applicable habitat conservation plan or natural community conservation plan.

The 2002 EIR determined that implementation of the Northwest Rocklin Annexation Project, in combination with other development projects occurring in western Placer County, may contribute to regional loss of wetlands and habitat for plants and wildlife. Implementation of Mitigation Measures QMM-1 and QMM-3 through QMM-7 would lower such impacts, but cumulative impacts would remain significant and unavoidable.

3.4.2 Biological Resources Impacts Associated with Proposed Project

The following includes an analysis of potential biological resource impacts associated with the proposed project in comparison to the Northwest Rocklin Annexation Project.

Because trees do not occur on the project site, the biological resources required measure (REQ-MM) identified in the 2002 EIR related to such is not required.

Special-Status Species

The area of disturbance associated with the proposed project would not extend beyond the boundaries of the overall Northwest Rocklin Annexation Area analyzed in the 2002 EIR. According to the 2002 EIR, a total of five special-status plant species (Bogg's Lake hedge hyssop, hoary navarretia, depauperate milk vetch, slender Orcutt grass, and Sacramento Orcutt grass) have the potential to occur within the Northwest Rocklin Annexation area. In addition, the 2002 EIR identified 17 special-status wildlife species with the potential to occur within the Northwest Rocklin Annexation area (vernal pool fairy shrimp, vernal pool tadpole shrimp, valley elderberry longhorn beetle [VELB], California red-legged frog, California tiger salamander, western spadefoot toad, western pond turtle, loggerhead shrike, yellow warbler, yellow-breasted chat, tricolored blackbird, American badger, and several other nesting birds and raptors, such as white-tailed kite, northern harrier, Cooper's hawk, Swainson's hawk, and western burrowing owl).

In order to ensure that additional special-status species have not populated the project site since the 2002 EIR was certified, a Biological Resources Assessment (BRA) was prepared for the proposed project by Madrone Ecological Consulting (see Appendix B).[7] The BRA included queries of databases including the California Natural Diversity Database (CNDDB) and California Native Plant Society (CNPS) Inventory of Rare Plants, as well as several field surveys of the project site, which were conducted in December 2022 and April 2023.

According to the BRA, 11 special-status plant species and 25 special-status wildlife species have been identified within the project region. Of the 11 special-status plant species, two species, Bogg's Lake hedge hyssop and Sacramento Orcutt grass, were identified in the 2002 EIR. Additionally, of the 25 special-status wildlife species, 10 species, vernal pool fairy shrimp, vernal pool tadpole shrimp, VELB, California red-legged frog, western spadefoot, western pond turtle,

[7] Madrone Ecological Consulting. *Biological Resources Assessment – University Avenue Apartments.* February 2024.

loggerhead shrike, tricolored blackbird, white-tailed kite, and Swainson's hawk, were previously identified in the 2002 EIR. However, due to a lack of suitable habitats and/or the project site being situated outside of the known distribution and/or elevation of the species, the majority of special-status species identified within the 2002 EIR and the updated CNDDB search as having potential to occur in the greater project region would not occur on-site. According to the BRA, eight special-status plant species (big-scale balsamroot, dwarf downingia, Boggs Lake hedge-hyssop, woolly rose-mallow, Ahart's dwarf rush, legenere, pincushion navarretia, and Sacramento Orcutt grass), and seven special-status wildlife species (Crotch's bumble bee, western bumble bee, vernal pool fairy shrimp, vernal pool tadpole shrimp, conservancy fairy shrimp, western pond turtle, and burrowing owl), as well as other nesting birds and raptors protected by the migratory bird treaty act (MBTA), have the potential to occur on-site. Such species are discussed in further detail below.

Because elderberry shrubs do not occur on the project site, the biological resources required measure (REQ-MM) identified in the 2002 EIR related to such is not required.

Special-Status Plants

As discussed above, several field surveys of the project site were conducted in December 2022 and April 2023, which included protocol-level surveys of the project site for the eight aforementioned special-status plant species with potential to occur on-site, consistent with Mitigation Measure QMM-1(a) of the 2002 EIR. Based on the results of the protocol-level surveys, only one special-status plant species, dwarf downingia, was observed on-site. However, as discussed above, the 2002 EIR included Mitigation Measures QMM-1(b) and QMM-1(c), to reduce impacts to special-status plant species to a less-than-significant level. Modifications to Mitigation Measures QMM-1(b) and QMM-1(c) were recommended in the BRA, which are provided below. In addition, the BRA recommends conducting a Worker Environmental Awareness Training (WEAT) prior to any ground-disturbing or vegetation-removal activities, which is required as project-specific Mitigation Measure BIO-1, below. Therefore, with implementation of Mitigation Measures QMM-1(b) and QMM-1(c), and BIO-1, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to special-status plants.

Crotch's Bumble Bee and Western Bumble Bee

According to the BRA, the CNDDB does not list any occurrences of Crotch's bumble bee within five miles of the project site. However, iNaturalist lists one Research Grade record from June 2021 approximately two miles to the northwest of the site, in the Orchard Creek Mitigation Bank. In addition, the CNDDB, Bumble Bee Watch, and iNaturalist do not list any verified occurrences of western bumble bee within five miles of the project site. Further, the BRA notes that the site has a shallow floral profile that blooms for only a short period in the spring, so the site is not favorable for nesting, but could be used for foraging. As such, according to the BRA, while Crotch's bumble bee and western bumble bee are unlikely to nest within the project site, the site could be used for foraging.

However, according to the BRA, if Crotch's bumble bee or western bumble bee, or their nests, are present in the project site at the time of construction, individuals of the species could be injured or killed. As such, the BRA includes recommendations, which are presented as new project-specific Mitigation Measure BIO-2, to ensure impacts to Crotch's bumble bee and western bumble bee do not occur as a result of project construction activities. Therefore, with implementation of Mitigation Measure BIO-2, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to Crotch's bumble bee or western bumble bee.

Vernal Pool Branchiopods

As discussed above, vernal pool fairy shrimp and vernal pool tadpole shrimp were identified within the 2002 EIR as having potential to occur within the Northwest Rocklin Annexation Area.

The CNDDB documents 33 occurrences of vernal pool fairy shrimp and two occurrences of vernal pool tadpole shrimp within five miles of the project site. In addition, approximately 0.132-acre of seasonal wetland swale and 0.105-acre of vernal pool are located within the project site. Such aquatic resources represent suitable habitat for vernal pool fairy shrimp. However, the vernal pools and seasonal wetland swales throughout the project site are generally not deep enough to support vernal pool tadpole shrimp. While the CNDDB does not document any occurrences of conservancy fairy shrimp within five miles of the project site, the vernal pools and seasonal wetland swales throughout the project site represent suitable habitat for the species.

In compliance with Mitigation Measure QMM-7(a), wet-season surveys of the project site were conducted every two weeks during the 2023-2024 wet season, and, as of May 2024, the dry-season survey for the project site is complete. Both the wet- and dry-season surveys produced negative results, as federally listed vernal pool branchiopods were not located within the project site. In addition, as described in Section 2.4.1, Project Location and Setting, of this Addendum, the Estia at Rocklin Residential Project site is located directly adjacent to the proposed project site to the south. Wet- and dry-season branchiopod surveys conducted on the Estia at Rocklin site in 2021-2022 were negative for vernal pool fairy shrimp, vernal pool tadpole shrimp, and conservancy fairy shrimp.

Based on the above, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to vernal pool branchiopods, and Mitigation Measure QMM-7(b) would not be required.

Western Pond Turtle

As discussed above, western pond turtle was identified within the 2002 EIR as having potential to occur within the Northwest Rocklin Annexation Area.

The CNDDB does not document any occurrences of western pond turtle within five miles of the project site. In addition, the project site lacks permanent water to support the species. However, a pond located approximately 160 feet to the north of the project site may provide suitable aquatic habitat. Females move overland for up to 100 meters (325 feet) in the spring and summer to find suitable sites for egg-laying. Therefore, while the project site would not provide suitable nesting habitat/substrate due to the on-site soil types, the northern 165 feet of the project site may support dispersing turtles. Consequently, if individual pond turtles are present within the project site during construction, they could be injured or killed. As such, the BRA includes recommendations, which are presented as new project-specific Mitigation Measure BIO-3, to ensure impacts to western pond turtle do not occur as a result of project construction activities. Therefore, with implementation of Mitigation Measure BIO-3, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to western pond turtle.

Burrowing Owl

As discussed above, burrowing owl was identified within the 2002 EIR as having potential to occur within the Northwest Rocklin Annexation Area.

The CNDDB documents two occurrences of burrowing owl within five miles of the project site, the closest of which is located approximately 3.5 miles to the northwest on the Moore Ranch

Conservancy property. Cornell Lab's eBird indicates that at least one owl wintered in the area around the pond north of the project site in 2021. Additionally, the grasslands throughout the project site represent suitable foraging habitat for the species. However, ground squirrel burrows or debris piles suitable for nesting were not observed during field surveys. Furthermore, the volcanic soils on-site limit burrowing opportunities. As such, the species is unlikely to breed within the project site. However, adjacent off-site areas to the north provide suitable nesting conditions. Additionally, culverts under the utility access road could be used by burrowing owl as refugia. If burrowing owls were nesting on-site, disturbance or removal of burrows could adversely impact the species. Additionally, burrowing owls nesting in avoided areas adjacent to construction activities could be disturbed by construction, which could result in nest abandonment. As such, the BRA includes recommendations, which are presented as new project-specific Mitigation Measure BIO-4, to ensure impacts to burrowing owl do not occur as a result of project construction activities. Therefore, with implementation of Mitigation Measure BIO-4, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to burrowing owl.

Other Raptors and Migratory Birds

As discussed above, several raptors and migratory birds, including loggerhead shrike, yellow warbler, yellow-breasted chat, tricolored blackbird, white-tailed kite, northern harrier, Cooper's hawk, and Swainson's hawk, were identified within the 2002 EIR as having potential to occur within the Northwest Rocklin Annexation Area.

According to the BRA, the project site contains suitable nesting habitat for grasshopper sparrow. In addition, the project site could provide nesting habitat for other nesting raptors and migratory birds protected by the MBTA. Construction activities that adversely affect the nesting success of raptors and migratory birds (i.e., lead to the abandonment of active nests) or result in mortality of individual birds constitute a violation of State and federal laws. Thus, in the event that such species occur on-site during the breeding season, project construction activities could result in an adverse effect to species protected under the MBTA.

In addition, the non-native annual grassland within the project site provides suitable foraging habitat for Swainson's hawk, white-tailed kite, and other more common raptors. As such, approximately 12.4 acres of suitable foraging habitat within the project site would be impacted during project implementation.

Given that impacts to migratory birds and raptors protected under the MBTA were previously anticipated in the 2002 EIR, the 2002 EIR included Mitigation Measures QMM-6(a) through QMM-6(c) to ensure that the Northwest Rocklin Annexation Project would not result in any additional impacts to nesting birds and raptors. Modifications to Mitigation Measures QMM-6(a) through QMM-6(c) were recommended in the BRA, which are provided below. In addition, the BRA includes recommendations specific to Swainson's hawk, which are required as project-specific Mitigation Measure BIO-5 and BIO-6, below. Therefore, with implementation of Mitigation Measures QMM-6(a) through QMM-6(c), BIO-5, and BIO-6, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to migratory birds and raptors protected under the MBTA, including Swainson's hawk.

Aquatic Resources

Mitigation Measure QMM-3(a) requires that wetland delineations be conducted on vacant land in the SR 65 Corridor prior to approval of tentative maps, design review, or use permits. In compliance with Mitigation Measure QMM-3(a), an Aquatic Resources Delineation (ARD) was conducted for the project site by Madrone Ecological Consulting on December 8, 2022, the results

of which are presented in the Aquatic Resources Delineation Report included as Appendix C to this Addendum.[8] As described therein, and presented in Table 5, a total of approximately 0.237-acre of vernal pools, seasonal wetlands, and seasonal wetland swales are located throughout the project site (see Figure 10). An additional 0.043-acre of intermittent drainage, a 0.122-acre intermittent stream, and a 1.342-acre pond are located directly west and north of the project site. However, such off-site aquatic resources would not be disturbed by the proposed project.

Table 5
On-Site Aquatic Resources

Aquatic Resource	Acreage
Seasonal Wetland Swale	0.132
Vernal Pool	0.105
Intermittent Drainage	<0.001
Approximate Total	**0.237**

Source: Madrone Ecological Consulting, 2023.

Based on a verification letter provided by the U.S. Army Corps of Engineers (USACE) on June 13, 2023 (included as part of Appendix C to this Addendum), the USACE concurred that the 0.237-acre of on-site aquatic resources are potential jurisdictional aquatic resources regulated under Section 404 of the Clean Water Act. As such, the proposed project would be required to comply with the requirements of Mitigation Measure QMM-3(b) included in the 2002 EIR. Compliance with Mitigation Measure QMM-3(b) would ensure that the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to aquatic resources.

Conclusion

Given the above, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to biological resources.

3.4.3 Biological Resources Mitigation Measures

The following presents the mitigation measures applicable to the proposed project related to biological resources.

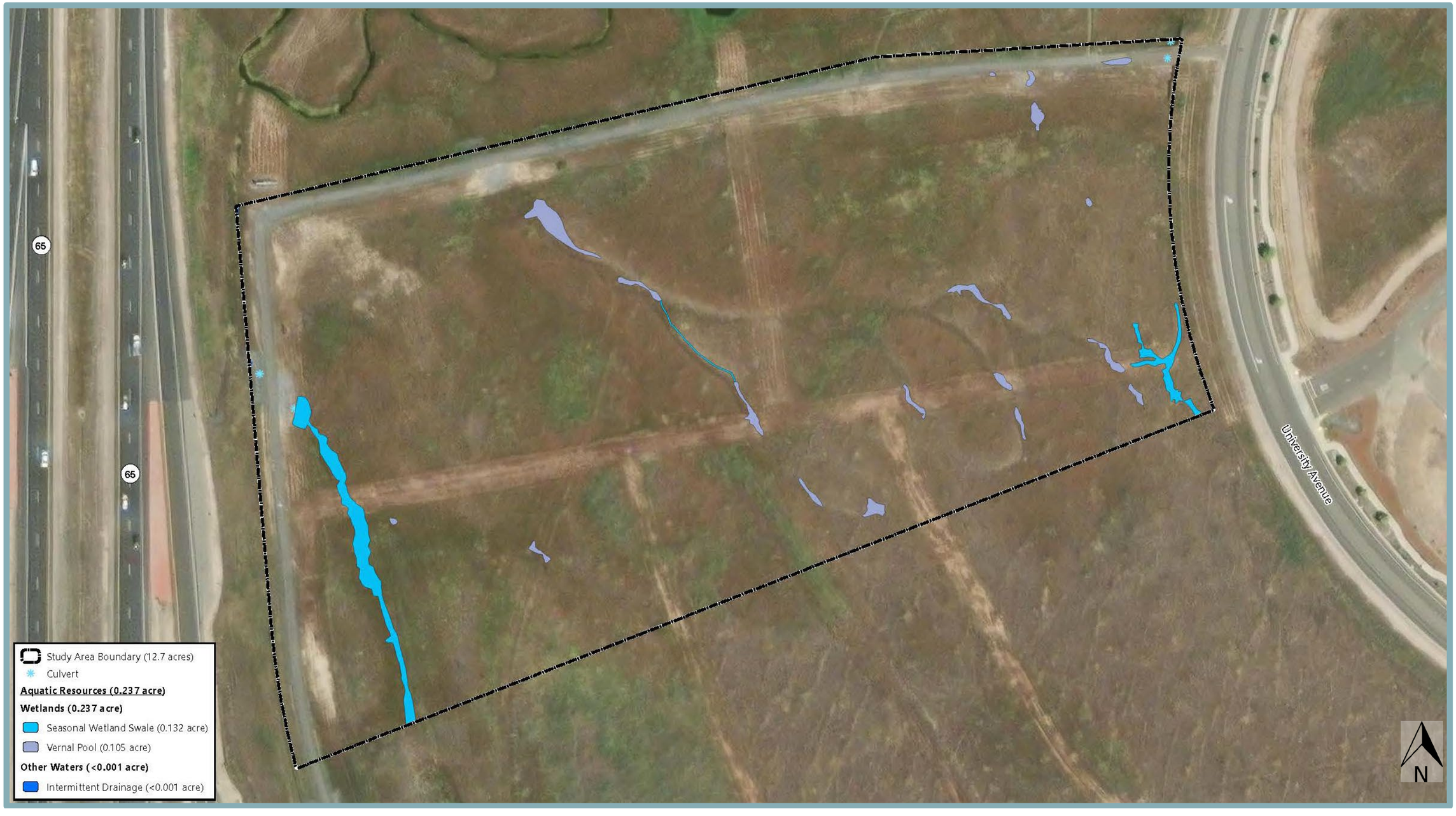
Prior Mitigation Measures

The proposed project would be required to implement Mitigation Measures QMM-3(b) and QMM-4. For the reasons stated above, all other mitigation measures included in the 2002 EIR are not applicable to the proposed project, and have been omitted from this Addendum.

QMM-3(b) City shall require the Project Applicant and/or any developers filing tentative maps to mitigate impacts to ensure the avoidance of any net loss of seasonal wetlands and jurisdictional waters of the United States, or the bed, channel, or bank of any stream. Such avoidance may be achieved by implementing and complying with the provisions of the Clean Water Act, as administered by the U.S. Army Corps of Engineers, under Section 404 of the Clean Water Act, and under Sections 1600-1607 of the California Fish and Game Code, as administered by the California Department of Fish and Game (CDFG), which includes obtaining all required permits from the U.S. Army Corps of Engineers and entering into a Streambed Alteration Agreement with CDFG and complying with all terms and conditions of those permits and agreements.

[8] Madrone Ecological Consulting. *Aquatic Resources Delineation Report – University Avenue Apartments.* January 2023.

Figure 10
Aquatic Resources Delineation



QMM-4 Implement Mitigation Measure QMM-3(b).

Modified Mitigation Measures

Mitigation Measures QMM-1(b) and QMM-1(c) from the 2002 EIR have been modified, as presented below, based on recommendations included in the BRA prepared for the proposed project (modified text is double-underlined).

QMM-1(b) Disturbed special-status plant populations shall be transplanted to an approved mitigation site and/or mitigation credits shall be purchased in an approved mitigation bank to ensure no net loss of rare plant populations. To ensure implementation of such requirements, the project applicant shall prepare a mitigation and monitoring plan for the population of dwarf downingia *(Downingia pusilla)* that is present on the project site. The plan shall identify a relocation site and provide detail regarding how seed from the population will be collected and transported to the relocation site.

QMM-1(c) Transplanted populations will be monitored by a qualified biologist/botanist for a period of *5* years, as required by the mitigation and monitoring plan for the population of dwarf downingia *(Downingia pusilla)* that is present on the project site. The plan shall also outline the monitoring period, monitoring methods, and performance standards for the relocation. If there is greater than 80 percent survival of transplanted individuals the mitigation will be considered a success. Additional plants will be required if the 80 percent survival goal is not met.

QMM-6(a) The project applicant, in consultation with the City of Rocklin and CDFW~~G~~, shall conduct a pre-construction breeding-season survey (~~approximately~~ generally February 1~~5~~ through ~~August 30~~ September 1) of the project site and all accessible areas within a 500-foot radius of proposed construction areas no more than 14 days prior to the start of construction. ~~during the same calendar year that construction is planned to begin~~. The survey shall be conducted by a qualified raptor biologist to determine if any birds-of-prey or other protected birds (e.g., migratory songbirds) are nesting on or directly adjacent to the project site. No surveys would be needed if construction activities occur outside of the dates shown.

If phased construction procedures are planned for the project, the results of the above survey shall be valid only for the season when it is conducted. A new survey shall be conducted for construction occurring in subsequent seasons. If a break in construction activity of more than 14 days occurs, then subsequent surveys shall be conducted.

A report shall be submitted to the City of Rocklin within 14 days of the completed survey(s), ~~following the completion of the raptor nesting survey~~ that includes, at a minimum, the following information:

A description of methodology including dates of field visits, the names of survey personnel with resumes, and a list of references cited and persons contacted. A map showing the location(s) of any raptor or other bird nests observed on the project site.

If the above survey does not identify any nesting ~~raptor~~ species on the project site, no further mitigation shall be required. However, should any ~~raptor~~ species be

found nesting on the project site, the following mitigation measure (QMM-6(b)) shall be implemented.

QMM-6(b) The project applicant, in consultation with the City of Rocklin and CDFW~~G~~, shall avoid all ~~birds-of-prey~~ nest sites located in the project site during the breeding season while the nest is occupied with adults and/or young. The occupied nest shall be monitored by a qualified ~~raptor~~ biologist to determine when the nest is no longer used. Avoidance shall include the establishment of a nondisturbance buffer zone around the nest site. ~~The size of the buffer zone will be determined in consultation with the City and CDFG. Highly visible temporary construction fencing shall delineate the buffer zone.~~ Specifically, if active raptor or tricolored blackbird nests are found, construction activities shall not take place within 500 feet of the nest/colony until the young have fledged. If active nests for any other bird covered under the MBTA are found, a 100-foot nondisturbance buffer shall be established until the young have fledged. These nondisturbance buffers may be reduced if a smaller buffer, along with nest monitoring (if applicable), is proposed by the qualified project biologist and approved by the City. The reduced buffer distance shall take into consideration the natural history of the species of bird nesting, the proposed activity level adjacent to the nest, habituation to existing or ongoing activity, and nest concealment (are there visual or acoustic barriers between the proposed activity and the nest). The qualified project biologist can visit the nest as needed to determine when the young have fledged the nest and are independent of the site or the nest can be left undisturbed until the end of the nesting season. Construction activities may only resume within the buffer zone after a follow-up survey by the qualified project biologist has been conducted and a report has been prepared indicating that the nest (or nests) are no longer active.

Should construction activities cause a nesting bird to vocalize, make defensive flights at intruders, get up from a brooding position, or fly off the nest in a manner that would be considered a result of construction activities, then the established exclusionary buffer shall be increased such that activities are far enough from the nest to stop agitated behavior. The exclusionary buffer shall remain in place until the chicks have fledged or as otherwise determined by the qualified project biologist in consultation with the City.

QMM-6(c) If a legally protected species nest is located in a tree designated for removal, the removal shall be deferred until after ~~August 30th~~ September 1st or until the adults and young are no longer dependent on the nest site as determined by a qualified biologist.

New Mitigation Measures

The following project-specific mitigation measures would ensure that the currently proposed project does not result in new or more severe significant impacts related to biological resources.

BIO-1 Prior to any ground-disturbing or vegetation-removal activities, a Worker Environmental Awareness Training (WEAT) shall be prepared and administered to the construction crews. The WEAT shall include the following: discussion of the state and federal Endangered Species Act, the Clean Water Act, the project's permits and CEQA documentation, and associated mitigation measures; consequences and penalties for violation or noncompliance with these laws and regulations; identification of special-status wildlife, location of any avoided Waters of the U.S; hazardous substance spill prevention and containment measures; and

the contact person in the event of the discovery of a special-status wildlife species. The WEAT shall also discuss the different habitats used by the species' different life stages and the annual timing of these life stages. A handout summarizing the WEAT information shall be provided to workers to keep on-site for future reference. Upon completion of the WEAT training, workers shall sign a form stating that they attended the training, understand the information presented and shall comply with the regulations discussed. Workers shall be shown the project limits during the WEAT training; worker access shall be restricted along undeveloped project limits to minimize the potential for inadvertent environmental impacts. Proof of compliance with the aforementioned requirements shall be submitted to the City of Rocklin Community Development Department.

BIO-2 Prior to any ground disturbing activities, a qualified biologist shall conduct a pre-construction survey for Crotch bumble bee and western bumble bee. The survey shall be conducted within the active flight period for workers and males (early April through early November); surveys conducted outside of the active flight period are unlikely to detect bumble bee colonies as bumble bees are either relatively inactive or hibernating. During the survey, all appropriate areas within the project site shall be surveyed for active bumble bee colonies. The survey shall be conducted during appropriate weather (not during cool overcast, rainy, or windy days). The biologist shall walk accessible areas of the project site and inspect all suitable habitat for bumble bee activity.

If an active bumble bee colony is found within the project site, the species using the colony shall be identified. If the bee colonies are either Crotch bumble bee or western bumble bee, the colony shall be avoided, if possible, and work shall not occur within 50 feet of the colony until the biologist confirms that the bees have completed nesting. If the colony is in a location proposed for impact and avoidance is not possible, the project applicant shall translocate nesting substrate in accordance with the latest scientific research to a suitable location (i.e., a location that supports similar or better floral resources as the project area). Should Crotch bumble bee or western bumble bee be listed under the California Endangered Species Act (CESA) prior to the start of project construction, additional coordination with CDFW may be necessary prior to colony translocation. Proof of compliance with the aforementioned requirements shall be submitted to the City of Rocklin Community Development Department.

BIO-3 A qualified biologist shall conduct a western pond turtle survey no more than 48 hours prior to construction in areas within 325 feet of the limits of the perennial pond north of the project site. If western pond turtles or nests are not found, further mitigation is not required. If a western pond turtle is observed within the proposed disturbance area, a qualified biologist shall relocate the individual to suitable habitat outside of the disturbance area prior to construction. If a western pond turtle nest is observed within the disturbance area, the nest shall be fenced off and avoided until the eggs hatch. The exclusion fencing shall be placed no less than 25 feet from the nest. A qualified biologist shall monitor the nest daily during construction to ensure that hatchlings do not disperse into the construction area. Relocation of hatchlings shall occur as stipulated above, if necessary. Proof of compliance with the aforementioned requirements shall be submitted to the City of Rocklin Community Development Department.

BIO-4 Within 14 days prior to the start of ground disturbing activities, a qualified biologist shall conduct a preconstruction survey of suitable burrowing owl habitat within the project area. The survey shall include the suitable habitat areas and accessible areas of suitable habitat within 250 feet. During the breeding season (February 1 to August 31), the survey shall document whether burrowing owls are nesting in the project area or within 250 feet. During the non-breeding season (September 1 to January 31), surveys shall document whether burrowing owls are using habitat in the project area. If there is a break in construction activity of more than 14 days, then subsequent surveys shall be conducted. A report summarizing the preconstruction survey(s) for burrowing owl, shall be provided to the City within 14 days of the completed survey(s). If no burrowing owls and/or active burrows are located during the survey, no additional mitigation is required.

If active burrows are detected within the survey area during the breeding season, the nest site(s) shall be avoided and protected with a 250-foot no-disturbance buffer. If active burrowing owl burrows/refugia are found during the non-breeding season, active burrow(s)/refugia shall be avoided and protected with a 160-foot no-disturbance buffer. Measures such as visual screens may be used to further reduce the buffer with City approval and provided a qualified biologist confirms that such measures do not cause agitated behavior in the owls. In either case, buffer zones shall be flagged or otherwise clearly marked. The no-disturbance buffers may be removed when a qualified biologist confirms that the burrow(s) is no longer occupied by adults or young birds.

BIO-5 If construction activity begins during the active Swainson's hawk nesting season (generally February 1 through September 1), a qualified biologist shall conduct a targeted Swainson's hawk nest survey no more than 14 days prior to the start of construction. The biologist shall thoroughly survey all publicly accessible areas within a 0.25-mile radius of the proposed construction area. A report summarizing the preconstruction survey(s) for Swainson's hawk shall be provided to the City within 14 days of the completed survey(s). If active nests are not located during the surveys, additional mitigation is not required. If active Swainson's hawk nests are found within 0.25 mile of the construction area, construction within 0.25 mile of the nest will not commence until a qualified biologist determines that the young have fledged or it is determined that the nesting attempt has failed. If the project applicant desires to work within 0.25 mile of the nest, the qualified biologist shall recommend an appropriate buffer and consult with the City to determine if the nest buffer can be reduced and what (if any) nest monitoring is necessary. If a break in construction activity of more than 14 days occurs, then subsequent surveys shall be conducted.

BIO-6 Prior to the approval of improvement plans or grading activity, the applicant shall mitigate for the loss of Swainson's hawk foraging habitat by providing 0.5 acre of replacement Swainson's hawk habitat land for each acre of land to be developed. The mitigation may be in the form of conservation easements or fee title to an appropriate entity. The location of the habitat area is encouraged, but not required to be within Placer County. Habitats located within the north half of the Central Valley, from the Stanislaus River to Redding shall be deemed acceptable. The applicant shall verify that this condition has been met to the satisfaction of the Community Development Director.

3.5 Cultural Resources

The following includes a discussion of the previous impacts identified in the 2002 EIR, the impacts associated with the proposed project, and a description of the mitigation measures applicable to the proposed project related to cultural resources.

3.5.1 Summary of Cultural Resources Impacts from 2002 EIR

As discussed in the 2002 EIR, no known historic properties have been listed within the Northwest Rocklin Annexation Project site. However, prehistoric resources that could be eligible for the NHRP have been identified within the project boundaries. Additionally, there is the potential for the inadvertent discovery of previously known historic resources, prehistoric resources, and human remains. Further, the construction of off-site infrastructure such as utilities would have the potential to damage or destroy undiscovered archaeological or historic resources. Therefore, impacts related to historic resources, prehistoric resources, and human remains would be potentially significant. Such impacts could be reduced to below a level of significance with implementation of Mitigation Measures NMM-1(a), NMM-1(b), NMM-2(a), NMM-2(b), and NMM-3. The 2002 EIR also found that the Northwest Rocklin Annexation Project, in combination with additional development in the City and County, could result in significant cumulative impacts to previously identified or unidentified cultural resources. Implementation of Mitigation Measure NMM-4 would lessen such impacts, but impacts would remain significant and unavoidable.

3.5.2 Cultural Resources Impacts Associated with Proposed Project

Senate Bill (SB) 18 was signed into law in September 2004 and became effective in March 2005. SB 18 (Burton, Chapter 905, Statutes of 2004) requires city and county governments to consult with California Native American tribes early in the planning process with the intent of protecting traditional tribal cultural places. The purpose of involving tribes at the early stage of planning efforts is to allow consideration of tribal cultural places in the context of broad local land use policy before project-level land use decisions are made by a local government. As such, SB 18 applies to the adoption or substantial amendment of general or specific plans. The process by which consultation must occur in these cases was published by the Governor's Office of Planning and Research through its Tribal Consultation Guidelines: Supplement to General Plan Guidelines (Governor's Office of Planning and Research, 2005). The proposed project is seeking an amendment of the City's General Plan, and therefore tribal consultation under SB 18 is required.

To initiate the SB 18 process, on April 20, 2023, the City of Rocklin requested the Native American Heritage Commission (NAHC) to provide a consultation list of tribes with traditional lands or cultural places located within the boundaries of Placer County. On May 30, 2023, the NAHC provided the City with a list containing five different tribes and ten different contact persons amongst the five tribes. On June 1, 2023 the City sent certified letters to the identified tribes and contact persons, notifying them of the project and the opportunity to consult under SB 18, and requesting that if they had an interest in conducting formal consultation on the project to notify the City withing 90 days of the receipt of their letter, but if they did not contact the City within that 90-day period then the City will assume consultation is not desired. Only one tribe, the Colfax-Todds Valley Consolidated Tribe (CTVCT) responded within the 90-day period, and they indicated a desire to conduct a site visit and to receive a copy of the project's cultural resources report. On October 5, 2023, a site visit with the CTVCT was conducted, and on November 16, 2023, a copy of the project's cultural resources report was provided to the CTVCT. On May 8, 2024, the CTVCT contacted the City indicating that after reviewing the cultural report they did not feel an additional site visit was needed and requesting the City to inform them if any inadvertent discoveries of cultural resources are made during construction. The City indicated they would apply an inadvertent discovery of cultural resources condition of approval to the project, and concluded the SB 18 consultation process.

Assembly Bill (AB) 52 (Chapter 532, Statutes of 2014) established a formal consultation process for California Native American tribes as part of CEQA and equates significant impacts on tribal cultural resources with significant environmental impacts (Public Resources Code Section 21084.2). AB 52 consultation requirements went into effect on July 1, 2015 for all projects that had not already published a Notice of Intent to Adopt a Negative Declaration or Mitigated Negative Declaration or published a Notice of Preparation of an Environmental Impact Report prior to that date (Section 11 [c]). Specifically, AB 52 requires that "prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report for a project, the lead agency shall begin consultation" (21083.3.1 [a]), and that "the lead agency may certify and environmental impact report or adopt a mitigated negative declaration for a project with a significant impact on an identified tribal cultural resource only if" consultation is formally concluded (21082.3 [d]). However, in the case of the current proposed project, the lead agency has prepared this Addendum to a previously certified EIR, in accordance with Section 15164 of the CEQA Guidelines. An addendum was determined to be the most appropriate document because none of the conditions described in Section 15162, calling for preparation of a subsequent EIR, have occurred. The Addendum addresses minor technical changes or additions and confirms that the proposed project is consistent with what was previously analyzed under the certified EIR. As such, the Addendum will not result in additional certification; therefore, the AB 52 procedures specified in PRC Sections 21080.3.1 (d) and 21080.3.2 do not apply and tribal consultation under AB 52 is not required.

The area of disturbance associated with the proposed project would not extend beyond the boundaries of the overall Northwest Rocklin Annexation Area analyzed in the 2002 EIR. Nonetheless, to ensure that site-specific impacts related to cultural resources would not occur, a Cultural Resources Inventory Report was prepared for the proposed project by ECORP.[9]

To determine whether historic or archeological resources are located on the project site, an archival review was conducted as part of the Cultural Resources Inventory Report prepared for the proposed project. The archival review included a records search of the California Historic Resources Information System (CHRIS) performed by the North Central Information Center (NCIC). The CHRIS records search included review of archaeological resource records, historic properties records, and official records and maps of archaeological sites and surveys in Placer County. In addition to the CHRIS records search, a search of the Native American Heritage Commission (NAHC) Sacred Lands File (SLF) was conducted. Finally, a pedestrian survey of the project site was conducted by ECORP on September 29, 2023. The survey included a general surface reconnaissance of all visible open land surfaces in the project area, including places where burrowing animals, exposed banks and inclines, and other activities had revealed subsurface stratigraphy and soil contents.

According to the CHRIS records search, 13 previous cultural resource investigations have been conducted in or within 0.5-mile of the project site, covering approximately 80 percent of the total area surrounding the project site. The studies revealed the presence of pre-contact sites, including lithic scatters and habitation sites, and historical sites, including rock walls and sites associated with historic mining activities within the general project area; however, archaeological or historic resources have not been recorded within the project site boundaries or within 0.25-mile of the site. Furthermore, the NAHC SLF search returned negative results, failing to indicate the presence of Native American resources within the project area. Finally, pre-contact or historic-era cultural materials were not observed on-site during the pedestrian survey. Overall, the Cultural Resources Inventory Report concluded that known cultural resources are not present on the

[9] ECORP Consulting, Inc. *Cultural Resources Inventory Report for the University Avenue Apartments Project.* November 2023.

project site, and the potential for encountering any undiscovered cultural resources during construction of the proposed project is low.

As such, the proposed project would not result in a new significant impact related to cultural resources as compared to the analysis within the 2002 EIR. In addition, while unlikely, if previously unknown resources are encountered during construction activities the proposed project would be required to comply with all mitigation measures related to cultural resources included in the 2002 EIR, as applicable.

Given the above, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to cultural resources.

3.5.3 Cultural Resources Mitigation Measures

The following presents the mitigation measures applicable to the proposed project related to cultural resources.

Prior Mitigation Measures

Mitigation Measures NMM-1(a), NMM-1(b), NMM-3, and NMM-4 from the 2002 EIR, as described below, remain applicable to the proposed project. All other mitigation measures included in the 2002 EIR related to cultural resources are not applicable to the proposed project, as they are related to an identified prehistoric resource that is not located on or within the vicinity of the project site, and, therefore, have been omitted from this Addendum.

NMM-1(a) If, during construction, the project applicant, any successor in interest, or any agents or contractors of the applicant or successor discovers a cultural resource (such as CA-PLA-616) that could qualify as either an historical resource or a unique archaeological resource, work shall immediately stop within 100 feet of the find, and both the City of Rocklin and a representative of the Indian Community shall be immediately notified. Work within the area surrounding the find (i.e., an area created at a 100-foot radius emanating from the location of the find) shall remain suspended while a qualified archaeologist, retained at the applicant's expense, conducts an onsite evaluation, develops an opinion as to whether the resource qualifies as either an historical resource or an unique archaeological resource, and makes recommendations regarding the possible implementation of avoidance measures or other appropriate mitigation measures. Based on such recommendations, as well as any input obtained from the Indian Community within 72 hours (excluding weekends and State and federal holidays) of its receipt of notice regarding the find, the City shall determine what mitigation is appropriate. At a minimum, any Native American artifacts shall be respectfully treated and offered to the Indian Community for permanent storage or donation, at the Indian Community's discretion, and any Native American sites, such as grinding rocks, shall be respectfully treated and preserved intact. In considering whether to impose any more stringent mitigation measures, the City shall consider the potential cost to the applicant and any implications that additional mitigation may have for project design and feasibility. Where a discovered cultural resource is neither a Native American artifact, a Native American site, an historical resource, nor a unique archaeological resource, the City shall not require any additional mitigation, consistent with the policies set forth in Public Resources Code sections 21083.2 and 21084.1.

NMM-1(b) If, during construction, the project applicant, any successor in interest, or any agents or contractors of the project applicant or successor discovers any human remains, the following steps should be taken:

(1) There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:
   (A) The project applicant or its successor in interest contacts the Placer County Coroner so that Coroner can determine whether any investigation of the cause of death is required, and
   (B) If the Coroner determines the remains to be Native American:
      1. The Coroner shall contact the Native American Heritage Commission within 24 hours (excluding weekends and State and federal holidays).
      2. After hearing from the Coroner, the project applicant or its successor in interest shall immediately notify the City of Rocklin and a representative from the Indian Community of the Coroner's determination, and shall provide the Indian Community the opportunity, within 72 (excluding weekends and State and federal holidays) hours thereafter, to identify the most likely descendant.
      3. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American.
      4. The most likely descendent, as identified by either the Native American Heritage Commission or the Indian Community, may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code section 5097.98, or

(2) Subject to the terms of paragraph (3) below, where the following conditions occur, the landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance.
   (A) The Native American Heritage Commission is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 24 hours (excluding weekends and State and federal holidays) after being notified by the Commission.
   (B) The Indian Community is unable to identify a most likely descendant, or the most likely descendant identified by the Indian Community failed to make a recommendation within 72 hours (excluding weekends and State and federal holidays) after the project applicant or its successor notified the Indian Community of the discovery of human remains; or
   (C) The landowner or its authorized representative rejects the recommendation of the descendant identified by the Commission, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.

(3) In the event that the Coroner determines that the remains are Native American in origin, and the Native American Heritage Commission and the Indian Community agree that the remains are of a person associated with the historic United Auburn Indian Community, the project applicant or its successor, if permitted by state law, shall provide the remains and any associated grave goods to the Indian Community with the understanding

that the Indian Community will provide for burial with appropriate dignity at an appropriate location that will not be subject to future disturbance.

NMM-3 In the event that cultural resources are uncovered during project construction (e.g., foundations, historic tools, refuse/trash piles, shell deposits, arrowheads, chip stone, objects that appear to be out of place are observed), implement Mitigation Measures NMM-1(a) through (b).

NMM-4 Implement Mitigation Measure NMM-1.

Modified Mitigation Measures
None Required.

New Mitigation Measures
None Required.

3.6 Energy
The following includes a discussion of the previous impacts identified in the 2002 EIR, the impacts associated with the proposed project, and a description of the mitigation measures applicable to the proposed project related to energy.

3.6.1 Summary of Energy Impacts from 2002 EIR
The 2002 EIR did not include a chapter designated to energy; however, impacts related to electricity and natural gas were included within the Public Utilities chapter. As discussed in Section 3.18.1 of this Addendum, the Northwest Rocklin Annexation Project, alone and in combination with future development in the City, was determined to result in less-than-significant impacts related to increasing the demand for electrical and natural gas facilities and supply. Implementation of the Northwest Rocklin Annexation Project would result in less-than-significant impacts related to energy.

3.6.2 Energy Impacts Associated with Proposed Project
Discussions regarding the proposed project's potential effects related to energy demand during construction and operations are provided below.

Construction Energy Use
Construction of the proposed project would involve on-site energy demand and consumption related to use of oil in the form of gasoline and diesel fuel for construction worker vehicle trips, hauling and materials delivery truck trips, and operation of off-road construction equipment. In addition, diesel-fueled portable generators may be necessary to provide additional electricity demands for temporary on-site lighting, welding, and for supplying energy to areas of the site where energy supply cannot be met via a hookup to the existing electricity grid. Project construction would not involve the use of natural gas appliances or equipment.

All construction equipment and operation thereof would be regulated per the CARB In-Use Off-Road Diesel Vehicle Regulation. The In-Use Off-Road Diesel Vehicle Regulation is intended to reduce emissions from in-use, off-road, heavy-duty diesel vehicles in California by imposing limits on idling, requiring all vehicles to be reported to CARB, restricting the addition of older vehicles into fleets, and requiring fleets to reduce emissions by retiring, replacing, or repowering older engines, or installing exhaust retrofits. In addition, as a means of reducing emissions, construction vehicles are required to become cleaner through the use of renewable energy resources. The In-Use Off-Road Diesel Vehicle Regulation would therefore help to improve fuel efficiency for

equipment used in construction of the proposed park project. Technological innovations and more stringent standards are being researched, such as multi-function equipment, hybrid equipment, or other design changes, which could help to further reduce demand on oil and limit emissions associated with construction.

Based on the above, the temporary increase in energy use during construction of the proposed project would not result in a significant increase in peak or base demands or require additional capacity from local or regional energy supplies. The proposed project would be required to comply with all applicable regulations related to energy conservation and fuel efficiency, which would help to reduce the temporary increase in demand. Furthermore, regulations pertaining to energy use, including, but not limited to, State and federal vehicle standards, are much more stringent than the regulations in place at the time the 2002 EIR was prepared. Finally, the area of disturbance associated with the proposed project would not expand beyond the boundaries of the overall Northwest Rocklin Annexation Area analyzed in the 2002 EIR. Therefore, construction energy usage related to the proposed park project would be less than what was anticipated in the 2002 EIR.

Operational Energy Use

Energy use associated with operation of the proposed project would be typical of residential uses, requiring electricity for interior and exterior building lighting, operation of stoves, kitchen and cleaning appliances, and more. Maintenance activities during operations, such as landscape maintenance, would involve the use of electric or gas-powered equipment. In addition to on-site energy use, the proposed project would result in transportation energy use associated with vehicle trips generated by employee commutes, residents, and the movement of goods.

The proposed project would be subject to all relevant provisions of the most recent CBSC, including the CALGreen Code and the Building Energy Efficiency Standards. Adherence to the most recent CALGreen Code and the Building Energy Efficiency Standards would ensure that the proposed structures consume energy efficiently through the incorporation of such features as efficient water heating systems, high-performance attics and walls, and high-efficacy lighting. The CALGreen Code requires that new residential buildings use a combination of energy efficiency and distributed renewable energy generation to meet all annual energy needs. Required compliance with the standards and regulations noted above would ensure that the building energy use associated with the proposed project would not be wasteful, inefficient, or unnecessary.

With regard to transportation energy use, the proposed project would comply with all applicable regulations associated with vehicle efficiency and fuel economy. In addition, pedestrian, bicycle, and transit infrastructure is available within the project site and vicinity. The availability of such transit, bicycle, and pedestrian infrastructure in the site vicinity would help to reduce vehicle miles travelled (VMT) associated with the project and reduce fuel consumption. Furthermore, regulations pertaining to energy usage, such as State and federal vehicle standards, are much more stringent than the regulations that were in place at the time the 2002 EIR was prepared. Therefore, operational energy usage from buildout of the proposed project would be less than what was anticipated in the 2002 EIR.

Conclusion

Based on the above, compliance with the State's latest Energy Efficiency Standards would ensure that the proposed project would implement all necessary energy efficiency regulations during construction and operations. Additionally, the inclusion of sustainable features by the proposed project would further reduce any impacts associated with energy consumption. Therefore, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to energy.

3.6.3 Energy Mitigation Measures

The following presents the mitigation measures applicable to the proposed project related to energy.

Prior Mitigation Measures

None Required.

Modified Mitigation Measures

None Required.

New Mitigation Measures

None Required.

3.7 Geology/Soils

The following includes a discussion of the previous impacts identified in the 2002 EIR, the impacts associated with the proposed project, and a description of the mitigation measures applicable to the proposed project related to geology and soils.

3.7.1 Summary of Geology/Soils Impacts from 2002 EIR

The Northwest Rocklin Annexation Project was determined to be subject to less-than-significant levels of seismic ground shaking. The project included a measure requiring the project to be consistent with the California Building Code and Uniform Building Code, which would further reduce seismic ground shaking impacts. The 2002 EIR also determined that the Northwest Rocklin Annexation Project would cause a less-than-significant impact related to topographic alteration and soil disturbance that could lead to increased erosion potential. An additional measure requiring compliance with the General Development Plan Grading Guidelines would further minimize these impacts. Additionally, the 2002 EIR determined that the Northwest Rocklin Annexation Project, in combination with buildout under the General Plan, would result in a less-than-significant impact related to exposing people and property to seismic hazards such as seismic ground shaking, hazards associated with geologic or soil conditions, and potential effects of erosion. Such impacts would be further minimized through compliance with the California Building Code and Uniform Building Code.

The 2002 EIR identified that potentially significant geologic or soil-related impacts that could result from implementation of the Northwest Rocklin Annexation Project was limited to soil hazards. Site development would occur in areas underlain with Mehrten Formation, granitic materials, or in areas with shallow or expansive soils, which could present geotechnical hazards or require special construction methods. However, with implementation of Mitigation Measures OMM-2(a) and OMM-2(b) identified in the 2002 EIR, impacts would be less than significant.

3.7.2 Geology/Soils Impacts Associated with Proposed Project

The proposed project would include the development of 12 three-story apartment buildings with a total of 324 units on a site which was previously anticipated for light industrial uses within the 2002 EIR. The area of disturbance associated with the proposed project would not extend beyond the boundaries of the overall Northwest Rocklin Annexation Area analyzed in the 2002 EIR. Thus, the proposed project would not result in any additional impacts related to geology and soils beyond what was anticipated for the Northwest Rocklin Annexation Project. Nonetheless, the proposed project would be required to comply with all applicable mitigation measures included in the 2002 EIR, including OMM-2(a) which requires the preparation of a geotechnical investigation for new development projects within the Northwest Rocklin Annexation Area.

In compliance with Mitigation Measure OMM-2(a) a project-specific Geotechnical Investigation was prepared by Geocon Consultants, Inc (see Appendix D).[10] According to the Geotechnical Investigation, the project site is not located on any known active earthquake fault trace. In addition, the site is not located within an Alquist-Priolo Earthquake Fault Zone. Therefore, the potential for ground rupture due to on-site active faulting was determined to be low.

According to the Geotechnical Investigation, a portion of the project site is underlain by Mehrten Formation soils. The Geotechnical Investigation determined that, based on the subsurface conditions encountered at the site, liquefaction and expansive soils do not pose a potential hazard to the proposed project. The primary geotechnical constraints identified in the Geotechnical Investigation included the presence of cemented and caliche horizons within the on-site soils and weakly to strongly cemented or shallow strong (unweathered), hard formational material (Mehrten Formation and Valley Springs Formation soils). According to the Geotechnical Investigation, the presence of cemented soil or strong bedrock material will increase excavation difficulty during construction and has the potential to impede water infiltration which may create zones of perched groundwater. Nonetheless, the Geotechnical Investigation concluded that the project site does not contain soil or geologic conditions that would preclude development of the site as planned, provided the recommendations contained in Geotechnical Investigation are incorporated into the design and construction of the project. In compliance with Mitigation Measure OMM-2(a), the proposed project would be designed and constructed in accordance with the recommendations included in the Geotechnical Investigation prepared for the proposed project.

Given the above, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to geology and soils.

3.7.3 Geology/Soils Mitigation Measures

The following presents the mitigation measures applicable to the proposed project related to geology/soils.

Prior Mitigation Measures

Mitigation Measures OMM-2(a) and OMM-2(b) from the 2002 EIR, as described below, remain applicable to the proposed project. In addition, the two geologic required measures (REQ-MM) from the 2002 EIR also remain applicable to the proposed project, and are provided below.

OMM-2(a) Consistent with the City's Community Safety Element Policy 1, as well as State and local requirements, the City shall require soils and/or geotechnical analysis of new development proposals in areas with possible soil instability, earthquake faults or other geologic hazards. Preliminary reports must be submitted during review of tentative map, use permit, or design review applications. Final reports are required to be submitted concurrent with improvement plans. The geotechnical investigation shall be prepared by a professional engineer or geologist registered in the State of California in accordance with State regulations and to the satisfaction of the City. The City shall ensure recommendations pertaining to site preparation, construction, and building and roadway design are identified in the geotechnical report and are incorporated into each project design through the plan check and inspection process.

[10] Goecon Consultants, Inc. *Geotechnical Investigation - William Jessup University Proposed Multi-Family Development, University Avenue, Rocklin, California.* March 2023.

OMM-2(b) If blasting activities are to occur in conjunction with site development, the contractor shall conduct the blasting activities in compliance with State and local regulations. The contractor shall obtain a blasting permit from the City of Rocklin prior to commencing any blasting activities. Information submitted in order to obtain a blasting permit includes a description of the work to be accomplished and a statement of necessity for blasting as opposed to other methods considered, including avoidance of hard rock areas, safety measures to be implemented, such as blast blankets, and traffic ground shaking impacts. The contractor shall coordinate any blasting activities with police and fire departments to ensure proper site access control, traffic control, and public notification including the media, affected residents, and businesses, as appropriate. Blasting specifications and plans shall include a schedule that outlines the time frame that blasting will occur to limit noise and traffic inconveniences.

REQ-MM Development of the proposed project shall be consistent with the California Building Code and Uniform Building Code.

REQ-MM The project applicant shall comply with the proposed General Development Plan Grading Guidelines (See Appendix B of the Northwest Rocklin General Development Plan).

Modified Mitigation Measures
None Required.

New Mitigation Measures
None Required.

3.8 Greenhouse Gas Emissions
The following includes a discussion of the previous impacts identified in the 2002 EIR, the impacts associated with the proposed project, and a description of the mitigation measures applicable to the proposed project related to greenhouse gas emissions.

3.8.1 Summary of Greenhouse Gas Emissions Impacts from 2002 EIR
The 2002 EIR did not address GHG emissions for the Northwest Rocklin Annexation Project. However, GHG emissions were broadly analyzed in Addendum No. 1 to the 2002 EIR. As discussed in Addendum No. 1, tools to evaluate the significance of a single project's contribution to global climate change resulting from GHG emissions did not exist at the time the report was prepared in 2008. No quantitative emission thresholds or similar criteria had been established and formally adopted to evaluate whether a single project's contribution to the cumulative global climate change impact would be considerable. Therefore, Addendum No. 1 included a qualitative analysis of GHG emissions resulting from the project.

Addendum No. 1 determined that long-term operation of the project would generate GHG emissions from area and mobile sources, and indirectly from stationary sources associated with energy consumptions. GHG emissions generated by the project would primarily consist of carbon dioxide (CO_2), and mobile sources consisting of vehicle trips would be the primary source of GHG emissions. However, Addendum No. 1 determined that GHG emissions from the project would be small compared to globally generated emissions. Therefore, although quantitative thresholds were not available to use, the project's contribution as a percentage of state or global emissions was determined to be minor. Additionally, the project would implement the City of Rocklin's GHG

emission reduction strategies to further reduce emissions. Therefore, Addendum No. 1 determined that implementation of the project would result in less-than-significant impacts related to GHG emissions.

3.8.2 Greenhouse Gas Emissions Impacts Associated with Proposed Project

As discussed above, GHG emissions were not addressed in the 2002 EIR. However, potential impacts related to GHG emissions do not constitute "new information of substantial importance" as defined by CEQA Guidelines section 15162, as GHG emissions were known as potential environmental issues before 2002, when the original Northwest Rocklin Annexation EIR was certified.[11] In *Citizens for Responsible Equitable Environmental Development (CREED) v. City of San Diego* (2011) 196 Cal.App.4th 515, the Court of Appeal, Fourth Appellate District, concluded that the issue of GHG emissions and climate change could have been raised at the time that the original EIR was prepared (in 1994). For this reason, the lead agency was not required to prepare a Supplemental or Subsequent EIR. In the CREED case, the court noted that scientists and the government have been aware that GHG emissions could trigger climatic changes as early as the 1970's, or before. Specifically, the Court of Appeal noted that in *Massachusetts v. E.P.A.* (2007) 549 U.S. 497, 507, the United States Supreme Court stated the following:

> In the late 1970's, the Federal Government began devoting serious attention to the possibility that carbon dioxide emissions associated with human activity could provoke climate change. In 1978, Congress enacted the National Climate Program Act, 92 Stat. 601, which required the President to establish a program to 'assist the Nation and the world to understand and respond to natural and man-induced climate processes and their implications[.]' [citation] President Carter, in turn, asked the National Research Council, the working arm of the National Academy of Sciences, to investigate the subject. The Council's response was unequivocal: 'If carbon dioxide continues to increase, the study group finds no reason to doubt that climate changes will result and no reason to believe that these changes will be negligible. A wait-and-see policy may mean waiting until it is too late.

The Court of Appeal concluded by stating that "[t]he effect of GHG emissions on climate could have been raised in 1994 when the City considered the FEIR." In *Concerned Dublin Citizens v. City of Dublin* (2013) 214 Cal.App.4th 1301, the Court of Appeal for the Fourth Appellate District adopted this reasoning as its own, reaching exactly the same conclusion on similar facts.

Again, in *Citizens Against Airport Pollution v. City of San Jose* (2014) 227 Cal.App.4th 788, the Court of Appeal, Sixth Appellate District, considered whether the lack of GHG and climate change analysis in a 1997 EIR and 2003 SEIR precluded adoption of an addendum. The court relied on previous case law to conclude that the potential environmental impact of GHG emissions was known or could have been known at the time of certification of the 1997 EIR and 2003 SEIR. The court thus upheld the eighth addendum that the City of San Jose had prepared after having completed the 1997 and 2003 EIRs.

The conclusions that were made in the *CREED*, *Dublin Citizens*, and *Citizens Against Airport Pollution* cases can also be made regarding the 2002 EIR. Under the law, as set forth in these cases, the City need not undertake the preparation of a Supplemental or Subsequent EIR based solely on issues relating to climate change. Thus, the overall creation of GHG emissions from development within the project site cannot under the law constitute a new significant impact or

[11] As explained in a series of cases, most recently in *Concerned Dublin Citizens v. City of Dublin (2013) 214 Cal. App. 4th 1301*. Also see, *Citizens of Responsible Equitable Development v. City of San Diego (2011) 196 Cal.App.4th 515*.

new information of substantial importance. Nonetheless, in order to take a conservative approach, a discussion of GHG emissions associated with the proposed project has been provided.

In addition to the City's General Plan Update, a number of regulations have been enacted since the 2002 EIR was approved for the purpose of, or with an underlying goal for, reducing GHG emissions, such as the California Green Building Standards Code (CALGreen Code) and the California Building Energy Efficiency Standards Code. The 2022 Building Energy Efficiency Standards is a portion of the CBSC, which expands upon energy efficiency measures from the 2019 Building Energy Efficiency Standards. Such regulations have become increasingly stringent since the 2002 EIR was adopted. The proposed project would be required to comply with all applicable regulations associated with GHG emissions, including the CALGreen Code and California Building Energy Efficiency Standards Code.

On October 13, 2016, the PCAPCD adopted GHG emissions thresholds for construction and operations in concert with the criteria pollutant threshold update. For project construction, the PCAPCD established a threshold of 10,000 metric tons of carbon dioxide equivalents per year ($MTCO_2e$/yr). Should construction of a proposed project emit GHG emissions in excess of 10,000 $MTCO_2e$/yr, the project would be considered to have a cumulatively considerable contribution to global climate change.

The PCAPCD's operational thresholds begin with a screening emission level of 1,100 $MTCO_2e$/yr. Any project below the 1,100 MT CO_2e/yr threshold is judged by the PCAPCD as having a less-than-significant impact on GHG emissions within the PCAPCD and, thus, would not conflict with any State or regional GHG emissions reduction goals. Projects that would result in emissions above the 1,100 MT CO_2e/yr threshold would not necessarily result in substantial impacts, if certain efficiency thresholds are met. The efficiency thresholds, which are based on service populations and square footage, are presented in Table 6.

Table 6
PCAPCD Operational GHG Efficiency Thresholds of Significance

Residential ($MTCO_2e$/capita)		Non-Residential ($MTCO_2e$/1,000 sf)	
Urban	**Rural**	**Urban**	**Rural**
4.5	5.5	26.5	27.3

Source: Placer County Air Pollution Control District. CEQA Handbook. 2017.

The PCAPCD further advises that regardless of emissions efficiency, should a project result in operational emissions in excess of 10,000 $MTCO_2e$/yr, the project would be considered to have a cumulatively considerable contribution to global climate change.

Construction GHG Emissions

Table 7 below presents the estimated unmitigated maximum construction-related GHG emissions under the Approved Conditions Scenario and the Proposed Project Scenario.

Table 7
Unmitigated Annual Construction GHG Emissions

	Maximum GHG Emissions ($MTCO_2e$/yr)
Approved Conditions Scenario	585
Proposed Project Scenario	753
Net Change	*+168*
PCAPCD Significance Threshold	10,000.00
Exceeds Threshold?	**NO**

Source: CalEEMod, April 2024 (see Appendix A).

As shown in the table, construction of the Proposed Project Scenario would result in a net increase in GHG emissions as compared to construction of the Approved Conditions Scenario. However, the total maximum annual emissions related to construction of the Proposed Project Scenario would be well below the PCAPCD's bright-line threshold of 10,000 $MTCO_2e$/yr. Therefore, project construction would not be considered to result in a cumulatively considerable contribution to global climate change.

Operational GHG Emissions

Table 8 presents the estimated operational GHG emissions at full buildout for the Approved Conditions Scenario and the Proposed Project Scenario.

Table 8
Unmitigated Operational GHG Emissions

Emission Source	GHG Emissions ($MTCO_2e$/yr)		
	Approved Conditions Scenario	**Proposed Project Scenario**	**Net Change**
Mobile	**548**	**3,560**	***+3,012***
Area	**3.58**	**4.03**	***+0.45***
Energy	**311**	**390**	***+79***
Water	**93.8**	**17.9**	***-75.9***
Waste	**71.8**	**74.8**	***+3***
Refrigerants	**-**	**0.38**	***+0.38***
TOTAL ANNUAL GHG EMISSIONS	**1,028**	**4,047**	***+3,019***
PCAPCD Screening Level Threshold	**1,100.00**		

Source: CalEEMod, January 2024 (see Appendix A).

As shown in the table, operations of the Proposed Project Scenario would result in a net increase in GHG emissions as compared to the Approved Conditions Scenario. In addition, the Proposed Project Scenario would result in operational GHG emissions in excess of the 1,100 $MTCO_2e$/yr operational threshold of significance. Because the net change in emissions would exceed the PCAPCD's screening level threshold, the project's increase in emissions has been further evaluated in comparison with the efficiency thresholds, presented in Table 6. The estimated net increase in per capita emissions for the proposed project are presented below in Table 9 and compared with the applicable PCAPCD efficiency threshold.

As shown in Table 9, the proposed project's net increase of operational GHG emissions would be below the applicable PCAPCD efficiency threshold. Therefore, operation of the proposed project would not be considered to generate GHG emissions that may have a significant impact on the environment.

Table 9
Unmitigated Project Operational GHG Emissions Per Capita

Project Emissions ($MTCO_2e$/yr/capita)	PCAPCD Efficiency Threshold for Urban Residential Projects ($MTCO_2e$/yr/capita)
3.36	4.5

Notes: The estimated population for the project at buildout is based on a 2.77 persons per household rate for the City of Rocklin.

Source: Esri Community Profile – City of Rocklin, January 4, 2023.

In addition, the Addendum to the Northwest Rocklin Annexation EIR determined that implementation of City policies and the applicable mitigation measures within the Northwest Rocklin Annexation EIR would reduce all impacts associated with GHG emissions and climate change to a less-than-significant level. The proposed project would not result in any new or more severe impacts than those identified in the Northwest Rocklin Annexation EIR and the associated Addendum.

Conclusion

Given the above, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to GHG emissions and global climate change.

3.8.3 Greenhouse Gas Emissions Mitigation Measures

The following presents the mitigation measures applicable to the proposed project related to GHG emissions.

Prior Mitigation Measures

None Required.

Modified Mitigation Measures

None Required.

New Mitigation Measures

None Required.

3.9 Hazards and Hazardous Materials

The following includes a discussion of the previous impacts identified in the 2002 EIR, the impacts associated with the proposed project, and a description of the mitigation measures applicable to the proposed project related to hazards and hazardous materials.

3.9.1 Summary of Hazards and Hazardous Materials Impacts from 2002 EIR

The 2002 EIR determined that the Northwest Rocklin Annexation Project would not result in significant impacts related to the use, generation, storage, or disposal of hazardous materials within the site. The 2002 EIR also identified a measure requiring compliance with Titles 8 and 22 of the CCR, the Uniform Fire Code, and Chapter 6.95 of the California Health and Safety Code, as well as any other applicable regulation. Impacts related to the use, generation, storage, and disposal of hazardous materials would be less than significant.

The Northwest Rocklin Annexation Project was determined to have the potential to expose construction workers and the public to contaminated soil and/or groundwater. However, implementation of Mitigation Measures LMM-2(a) through LMM-2(d) would reduce impacts to a less-than-significant level.

Implementation of the Northwest Rocklin Annexation Project was determined to increase the potential for wildland fires and create emergency ingress/egress problems, resulting in a potentially significant impact. The 2002 EIR identified Mitigation Measures LMM-3(a) through LMM-3(c) to reduce impacts, in addition to five required measures related to potential fire hazards and emergency ingress/egress. Implementation of such measures would reduce impacts related to wildland fires and emergency ingress/egress to a less-than-significant level.

Development of the Northwest Rocklin Annexation Project, in combination with future buildout in the City of Rocklin, was determined to have a less-than-significant impact related to increasing the number of people who could be exposed to potential hazards associated with potentially contaminated soils and groundwater and increasing transport, storage, and use of hazardous materials. However, implementation of the project, in combination with future buildout in the City of Rocklin, was determined to result in a potentially significant impact related to increasing the number of people exposed to hazards associated with wildland fires. Implementation of Mitigation Measure LMM-5, which requires implementation of Mitigation Measure LMM-3, would reduce impacts to a less-than-significant level.

The 2002 EIR determined that all impacts related to hazards and hazardous materials could be mitigated to a less-than-significant level.

3.9.2 Hazards and Hazardous Materials Impacts Associated with Proposed Project

Residential developments are not typically associated with the routine transport, use, disposal, or generation of substantial amounts of hazardous materials. Future operations of the proposed residences on the project site could involve the use of common household cleaning products, fertilizers, and herbicides on-site, any of which could contain potentially hazardous chemicals; however, such products would be expected to be used in accordance with label instructions. Due to the regulations governing use of such products and the amount that could reasonably be used on the site, routine use of such products would not represent a substantial risk to public health or the environment. In addition, the site was previously anticipated for development with light industrial uses, which could involve the routine transport, use, disposal, or generation of hazardous materials. Therefore, impacts related to the transport, use, disposal, or generation of substantial amounts of hazardous materials would be less than what was anticipated within the 2002 EIR for the project site.

Construction of the proposed project would involve the use of heavy equipment, which would contain fuels and oils, and various other products such as concrete, paints, and adhesives. Small quantities of potentially toxic substances (e.g., petroleum and other chemicals used to operate and maintain construction equipment) would be used at the project site and transported to and from the site during site preparation and grading activities. However, the project contractor would be required to comply with all California Health and Safety Codes and local City ordinances regulating the handling, storage, and transportation of hazardous and toxic materials. In addition, the area of disturbance associated with the proposed project would not extend beyond the boundaries of the overall Northwest Rocklin Annexation Area analyzed in the 2002 EIR. Thus, the proposed project would not result in any additional impacts related to hazards and hazardous materials during construction activities beyond what was anticipated for the Northwest Rocklin Annexation Project. In addition, the proposed project would be required to comply with all applicable mitigation measures included in the 2002 EIR.

In compliance with Mitigation Measure LMM-2(a) of the 2002 EIR, a Phase I Environmental Site Assessment (ESA) was prepared by Geocon Consultants, Inc. for the proposed project (see Appendix E).[12] The purpose of the Phase I ESA was to review past and present land use practices and activities at and near the project site for evidence of recognized environmental conditions (RECs) that could result in impacts to soil, soil vapor, surface water, and/or groundwater at, beneath, or originating from the project site. As part of the process, the Phase I ESA included review of historical documentation, aerial photography, regulatory agency files, environmental

[12] Geocon Consultants, Inc. *Phase I Environmental Site Assessment - William Jessup University Apartments, University Avenue, Rocklin, California.* November 2022.

sites radius reports, and site reconnaissance. According to the American Society for Testing and Materials (ASTM), RECs are defined as "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property due to a release to the environment; under conditions indicative of a release to the environment or under conditions that pose a material threat of future release." According to the Phase I ESA, Geocon Consultants did not identify evidence of any RECs, controlled RECs, or historical RECs associated with the project site or any sites within the project vicinity.

The California EPA has compiled a list of data resources that provide information regarding the facilities or sites identified as meeting the "Cortese List" requirements, pursuant to Government Code 65962.5. The components of the Cortese List include the Department of Toxic Substances Control (DTSC) Hazardous Waste and Substances Site List,[13] the list of leaking underground storage tank (UST) sites from the State Water Resources Control Board (SWRCB's) GeoTracker database,[14] the list of solid waste disposal sites identified by the SWRCB, and the list of active Cease and Desist Orders (CDO) and Cleanup and Abatement Orders (CAO) from the SWRCB.[15] The project site is not included on the DTSC Hazardous Waste and Substances Site List. In addition, the project site is not listed on the SWRCB's list of solid waste disposal sites, list of leaking UST sites, or list of active CDO and CAO.

Impacts related to wildfire are discussed in Section 3.19 of the Addendum. As noted therein, the project site is not located in a State Responsibility Area (SRA), and the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to wildfire.

Given the above, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to hazards and hazardous materials.

3.9.3 Hazards and Hazardous Materials Mitigation Measures

The following presents the mitigation measures applicable to the proposed project related to hazards and hazardous materials.

Prior Mitigation Measures

Mitigation Measures LMM-2(b), LMM-2(d), LMM-3(c), and LMM-5 remain applicable to the proposed project and are provided below. The proposed project would also adhere to the four applicable required measures (REQ-MM) listed in the 2002 EIR related to hazards and hazardous materials, which are also provided below. All other mitigation measures included in the 2002 EIR related to hazards and hazardous materials contain requirements for the City to implement on a plan-wide level, or are related to areas of the Northwest Rocklin Annexation Area located within an SRA. Such measures are not applicable to the proposed project, and, therefore, have been omitted from this Addendum.

LMM-2(b) If evidence of soil contamination, such as stained or odorous soils, or other evidence of hazardous materials is encountered during construction or development activities, work shall cease until an environmental professional, retained at the developer's expense, has evaluated the situation and identified

[13] Department of Toxic Substances Control. *Hazardous Waste and Substances Site List (Cortese).* Available at: https://www.envirostor.dtsc.ca.gov/public/. Accessed August 2023.

[14] State Water Resources Control Board. *GeoTracker.* Available at: https://geotracker.waterboards.ca.gov/map/?myaddress=California&from=header&cqid=8858350455. Accessed August 2023.

[15] CalEPA. *Cortese List Data Resources*. Available at: https://calepa.ca.gov/sitecleanup/corteselist/. Accessed August 2023.

necessary and appropriate follow-up actions. As part of this process, the City shall ensure that any necessary investigation and/or remediation activities conducted in the project area are coordinated with Placer County Division of Environmental Health, and, if needed, other appropriate State agencies.

LMM-2(d) If, during construction of the proposed project, groundwater is encountered and dewatering activities are required, the water shall be analyzed by an environmental professional, retained at the applicant's expense, to determine if the water contains unsafe levels of pesticides, herbicides, nitrates, or other contaminants. Work shall not continue until results of the water analyses have been reported and the Placer County Division of Environmental Health has been informed of the results and has provided guidance.

LMM-3(c) Implement Mitigation Measure KMM-5.

LMM-5 Implement Mitigation Measure LMM-3.

REQ-MM The project applicant shall comply, at a minimum, with the provisions of Titles 8 and 22 of the Code of California Regulations, the Uniform Fire Code, and Chapter 6.95 of the California Health and Safety Code, as well as any other applicable regulation.

REQ-MM Fire Flow requirements shall be met.

REQ-MM All roofs shall be fire resistive – Class-A type.

REQ-MM Development of the site shall be carried out in accordance with RFD rules and regulations and the Uniform Fire & Building Code Regulations adopted by the City of Rocklin.

Modified Mitigation Measures
None Required.

New Mitigation Measures
None Required.

3.10 Hydrology/Water Quality
The following includes a discussion of the previous impacts identified in the 2002 EIR, the impacts associated with the proposed project, and a description of the mitigation measures applicable to the proposed project related to hydrology and water quality.

3.10.1 Summary of Hydrology/Water Quality Impacts from 2002 EIR
The 2002 EIR found that implementation of the Northwest Rocklin Annexation Project could result in exposure of persons or structures to hazards associated with a 100-year flood. However, impacts would be reduced to a less-than-significant level through implementation of Mitigation Measure PMM-1. The Northwest Rocklin Annexation Project was also determined to have potentially significant impacts related to increasing the rate of stormwater runoff from newly created impervious surfaces, which could contribute to localized or downstream flooding. Impacts would be reduced to below a level of significance through implementation of Mitigation Measures PMM-2(a) through PMM-2(c). Similarly, the project's potential to increase stormwater runoff was determined to cause potentially significant impacts related to increasing water surface elevations

that would contribute to localized or downstream flooding. Implementation of Mitigation Measure PMM-3 (which simply involves implementing Mitigation Measures PMM-2(a) through PMM-2(c)) would reduce impacts to a less than significant level.

Grading, excavation, and construction activities associated with the Northwest Rocklin Annexation Project were determined to have a less-than-significant impact related to degrading water quality through the increased generation of sediment. Still, the 2002 EIR provided a measure requiring compliance with the State General Construction Activity Permit, which includes the preparation of a Storm Water Pollution Prevention Plan (SWPPP) and implementation of Best Management Practices (BMPs)/Best Available Technology (BAT) to control construction site runoff. Stormwater runoff from implementation of the Northwest Rocklin Annexation Project was determined to potentially contain urban contaminants that could degrade water quality. Impacts would be reduced to a less-than-significant level through implementation of Mitigation Measure PMM-5.

The Northwest Rocklin Annexation Project, in combination with other development in the City of Rocklin and the Orchard Creek and Pleasant Grove Creek watersheds, was determined to have the potential to increase impervious surfaces and urbanization that could cumulatively increase urban contaminant loading, adversely affecting water quality. The 2002 EIR identified Mitigation Measure PMM-7, which simply requires implementation of Mitigation Measure PMM-5. The 2002 EIR also included a measure requiring the incorporation of techniques to minimize pollutants and sediments from entering the water. However, impacts would remain significant and unmitigable.

The Northwest Rocklin Annexation Project, in combination with future development that could occur within the City of Rocklin and the Orchard Creek and Pleasant Grove Creek Watersheds, could increase the rate of stormwater runoff from newly created impervious surfaces. However, with implementation of Mitigation Measure PMM-8, which simply requires implementation of mitigation measure PMM-2, impacts would be reduced to a less-than-significant level. The Northwest Rocklin Annexation Project, in combination with future development that could occur within the City of Rocklin and the Orchard Creek and Pleasant Grove Creek Watersheds, could also increase the volume of stormwater runoff from newly created impervious surfaces. Impacts would be significant and unavoidable.

3.10.2 Hydrology/Water Quality Impacts Associated with Proposed Project

According to Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Panel 06061C0933H, the project site is located within Zone X, which is considered an area of minimal flood hazard.[16] Therefore, the project site is not at a significant risk of experiencing flood-related hazard, and impacts related to flooding would be less than those identified in the 2002 EIR. Mitigation Measure PMM-1 included in the 2002 EIR would not be applicable to the proposed project.

During construction activities, the proposed project would be subject to the federal, State, and local regulations regarding water quality, specified in the 2002 EIR. For example, the proposed project's construction activities would be required to comply with the National Pollutant Discharge Elimination System (NPDES) Construction General Permit that regulates stormwater leaving construction sites. As part of compliance, a SWPPP that includes BMPs/BAT would be prepared, implemented, and monitored. BMPs/BAT implemented as part of the SWPPP would be designed to prevent or reduce potential erosion and include erosion control measures. Furthermore, the area of disturbance associated with the proposed project would not extend beyond the boundaries

[16] FEMA. *FEMA Flood Map Service Center.* Available at: https://msc.fema.gov/portal/home. Accessed August 2023.

of the overall Northwest Rocklin Annexation Area analyzed in the 2002 EIR. Thus, the proposed project would not result in any additional impacts related to hydrology and water quality during construction beyond what was anticipated for the Northwest Rocklin Annexation Project. In addition, the proposed project would be required to comply with all applicable mitigation measures included in the 2002 EIR.

While the proposed project would result in an increase of 8.9 acres of impervious surfaces, which would increase urban runoff as compared to the current project site conditions, as discussed above, the proposed project would not extend beyond the boundaries of the overall Northwest Rocklin Annexation Area analyzed in the 2002 EIR. In addition, the proposed project would have a maximum lot coverage of 23 percent, as compared to the maximum lot coverage of 50 percent allowed by the PD-LI zone development standards. As such, while the proposed project would result in the development of a different land use as compared to what was anticipated for the site in the 2002 EIR, the proposed project would result in similar, or less, impervious surface area than what was analyzed in the 2002 EIR. In addition, the proposed project would implement all requirements of the NPDES permitting process, as well as all other applicable State and local requirements.

Additionally, during operations, the proposed project would include on-site stormwater facilities to provide storm water quality treatment and volume capture in accordance with the current Low Impact Development Technical Design Manual per the City's MS4 permit requirements, and peak management at pre-project levels for on-site runoff. The site's stormwater facilities would be developed within 15 DMAs located throughout the entirety of the project site (see Figure 7). As discussed in the Stormwater Control Plan prepared for the proposed project (see Appendix F),[17] stormwater runoff from each DMA would be conveyed through a pipe system which would route stormwater to a series of water quality basins on site prior to being discharged through three existing culverts located along the northeastern, northwestern, and western boundaries of the site towards the existing open space to the north. The existing culverts located along the northwestern and western boundaries of the site also include an existing outfall structure to help facilitate stormwater drainage. Consistent with State requirements, the on-site stormwater system would be designed sufficient to adequately handle the project's stormwater runoff (i.e., post-development stormwater runoff would not exceed pre-development runoff), which would ensure that the proposed project would not have the potential to violate any storm water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality in excess of what was previously anticipated for the site by the 2002 EIR. Furthermore, the proposed project would be required to comply with all applicable mitigation measures included in the 2002 EIR.

Given the above, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to hydrology and water quality.

3.10.3 Hydrology/Water Quality Mitigation Measures

The following presents the mitigation measures applicable to the proposed project related to hydrology/water quality.

Prior Mitigation Measures

Mitigation Measures PMM-2(a), PMM-2(b), PMM-2(c), PMM-3, PMM-5, PMM-7, and PMM-8 from the 2002 EIR remain applicable to the proposed project and are provided below. Additionally, the

[17] Ubora Engineering & Planning, Inc. *Stormwater Control Plan for a Regulated Project: University Ave Apartments.* April 4, 2023.

two required measures (REQ-MM) related to hydrology and water quality from the 2002 EIR are applicable to the proposed project and are also provided below. All other mitigation measures included in the 2002 EIR related to hydrology and water quality are not applicable to the proposed project, and, therefore, have been omitted from this Addendum.

PMM-2(a) On-site detention shall be provided to meet Placer County Flood Control and Water Conservation District (PCFCWCD) criteria set forth in Section VII of PCFCWCD's Stormwater Management Manual (SWMM). The SWMM requires, if on-site detention basins are to be used to mitigate downstream flooding effects due to project related increased peak flows, that the objective flow shall be taken as the estimated predevelopment peak flow rate less 10 percent of the difference between the estimated pre-development and post-development peak flow rates from the site. This standard shall be used for storm frequencies of 2-year, 10-year, and 100-year storm events. In no case shall the objective flow be less than the flows indicated in Figure 7-1 of the SWMM. However, in the event the results of stormwater runoff modeling indicate that on-site detention would exacerbate downstream flooding conditions when applying PCFCWCD numerical criteria, the City shall coordinate with the PCFCWCD to identify appropriate use, location, and sizing of project detention facilities and implement a solution that will ensure conformance with PCFCWCD standards.

PMM-2(b) Installation and design of detention basins shall be in accordance with PCFCWCD's SWMM and in conformance with all applicable existing Master Plans, should such plans be adopted during project development. The results of hydrologic modeling shall be used to confirm that the capacity of the on-site detention facilities is adequate to detain the stormwater runoff anticipated following development of the proposed project. In concert with the proposed project's stormwater system design, the capacity of off-site culverts or existing and/or planned regional detention facilities shall be evaluated to determine whether oversizing is necessary to accommodate the project's incremental contribution.

PMM-2(c) Prior to approval of tentative maps, design review, or use permits, supplemental drainage studies shall be prepared for the SR 65 Corridor portion of the project site to comply with Policy 3 of the Community Safety element of the Rocklin General Plan. The supplemental studies shall use the information developed in TLA's drainage reports pertaining to Sunset Ranchos and Parcel K, and other relevant information as appropriate. Conformance with section VII of PCFCWCD's Stormwater Management Manual (SWMM) shall be incorporated into project designs.

PMM-3 Implement Mitigation Measures PMM-2(a), PMM-2(b), and PMM-2(c).

PMM-5 Project Conditions of Approval shall specify that appropriate BMPs and Best Available Technologies (BAT) be incorporated into project design to reduce urban pollutants in runoff, consistent with goals and standards established under federal and State non-point source discharge regulations (NPDES permit) and Basin Plan water quality objectives. Stormwater runoff BMPs selected from the Storm Water Quality Task Force (*California Storm Water Best Management Practices Handbook, 1993),* the Bay Area Stormwater Management Agencies Association *Start at the Source Design Guidance Manual,* or equally effective measures shall be identified prior to final design approval. To maximize effectiveness, the selected BMPs/BATs shall be based on finalized site-specific hydrologic conditions, with

consideration for the types and locations of development. Mechanisms to maintain the BMPs/BATs shall be identified in the Conditions of Approval.

Typical BMPs and BATs that could be used at the proposed project include, but are not limited to, the following:

- Application of appropriate signage to all storm drain inlets indicating that they outlet to the natural drainageways;
- Application of a street sweeping program to remove potential contaminants from street and roadway surfaces before they reach drainages;
- Installation of oil and grit separators in all drop inlets to capture potential contaminants which enter the storm drain system;
- Minimize sources of concentrated flow by maximizing use of natural drainages to decelerate flows, collect pollutants and suspended sediment;
- Establish vegetation in stormwater drainages to achieve optimal balance of conveyance and water quality protection characteristics;
- Placement of velocity dissipaters, rip-rap, and/or other appropriate measures to slow runoff, promote deposition of waterborne particles, and reduce the erosive potential of storm flows;
- Prompt application of soil protection and slope stabilization practices to all disturbed areas;
- Use sedimentation basins to collect and temporarily detain storm water runoff to provide ample settling time before runoff is discharged;
- Creation of storage basins consisting of depressed areas, usually lined, that are sized to hold storm runoff and settle out material (the facility usually has a type of outlet device that is above the bottom of the basin or a small rip rapped berm over which the treated water can flow);
- Creation of a below-ground storage basin consisting of vertical or horizontal corrugated metal or HDPE pipes sized to allow the volume of water required to be treated to percolate into the ground;
- Use of fossil filters consisting of small filters that are placed like troughs around the inside top drain inlets or at ditch outlets;
- Creation of underground storm water interceptors, which are underground tanks, similar to septic tanks, that are designed to allow material to settle out and also can have a grease trap to separate oil and petroleum products, prior to discharge; and,
- Use of rock-lined ditches, which are surface ditches that are lined with rock, with or without filter material, with the rock lining material designed to allow water to filter into the ground.

Provisions for the maintenance and periodic inspection of permanent facilities outside of the public right-of-way will be provided for in the CC&Rs. These provisions would include periodic inspection, cleaning, and the replacement of filter materials, as necessary to retain the integrity of the BMP/BAT.

PMM-7 Implement Mitigation Measure PMM-5.

PMM-8 Implement Mitigation Measure PMM-2.

REQ-MM Comply with the provisions of the State General Construction Activity Permit, which requires the preparation of a SWPPP and the implementation of BMPs/BATs to control construction site runoff.

Typical BMPs/BATs that could be used during construction of the proposed project include, but are not limited to, the following:

- Temporary facilities such as waddles, sandbags, and hay bales may be used during construction. Temporary facilities are designed to help control dust and will capture a majority of the siltation resulting from construction activities prior to discharging into existing natural channels. In addition, they will trap possible fuel and oil spills from construction equipment to prohibit contamination of surface flows or groundwater. The construction contractor would be required to monitor and maintain all BMPs/BATs during construction to ensure they function properly.

REQ-MM The project developer should comply with the following mitigation from the 1990 City of Rocklin General Plan Update EIR to prevent the degradation of water quality. The project developer should incorporate techniques such as, but not limited to, the prohibition of grading, placement of fill or trash, or alteration to vegetation within designated setback buffer areas, and the installation of feasible measures of minimizing pollutants and sediment from water originating from surfaced areas.

Modified Mitigation Measures
None Required.

New Mitigation Measures
None Required.

3.11 Land Use and Planning
The following includes a discussion of the previous impacts identified in the 2002 EIR, the impacts associated with the proposed project, and a description of the mitigation measures applicable to the proposed project related to land use and planning.

3.11.1 Summary of Land Use and Planning Impacts from 2002 EIR
The Northwest Rocklin Annexation Project was found to result in less-than-significant impacts related to converting agricultural and grazing land to non-agricultural use, resulting in less-than-significant impacts. The project was also found to result in less-than-significant impacts related to allowing development of land uses that could be incompatible with existing or planned surrounding land uses. The 2002 EIR found that implementation of the Northwest Rocklin Annexation Project could allow development of land uses that could be internally incompatible. However, the 2002 EIR identified mitigation measure EMM-3, which requires implementation of Mitigation Measures FMM-5, HMM-4, HMM-5, and MMM-3. These mitigation measures would be implemented at the time of approval of the subsequent development entitlements (i.e., use permits, tentative maps, and/or design review). Implementation of Mitigation Measure EMM-3 would reduce potential impacts to a less-than-significant level.

Implementation of the Northwest Rocklin Annexation Project was found to result in less-than-significant impacts related to consistency with the City's General Plan or other City plans, policies, or ordinances. The project was also found to result in less-than-significant impacts related to consistency with Placer County LAFCO guidelines and policies. The Northwest Rocklin

Annexation Project was determined to potentially restrict the amount of right-of-way available for a State highway interchange at North Whitney Boulevard (Parkway A), resulting in a potentially significant impact. However, implementation of Mitigation Measure EMM-6 from the 2002 EIR would reduce impacts to a less-than-significant level. Therefore, the 2002 EIR determined that the Northwest Rocklin Annexation Project would result in less-than-significant impacts to land use with mitigation.

3.11.2 Land Use and Planning Impacts Associated with Proposed Project

The proposed project would include the development of 12 three-story apartment buildings with a total of 324 units on a site which was previously anticipated for light industrial uses within the 2002 EIR.

According to the Northwest Rocklin General Development Plan, the maximum allowable height for development within the PD-LI zone is 30 feet (or 50 feet with approval of a use permit), and the maximum allowable lot coverage is 50 percent. The proposed project would be built at a maximum height of 38 feet (including the parapets to hide rooftop mechanical equipment and solar panels) and 40-feet-three-inches on corners with sloped parapet rooflines, and would have a maximum lot coverage of 23 percent. As such, while the proposed project would result in the development of a different land use as compared to what was anticipated in the 2002 EIR, the proposed project would generally be consistent with the development standards assumed for the site.

In addition, existing uses surrounding the project site include undeveloped land, open space and a pond to the north; William Jessup University to the east, across University Avenue; a light industrial business park to the west beyond SR 65; and the approved, but not yet constructed, Estia at Rocklin Residential Project and University Square Retail Project to the south, which will include development of 200 detached rental units and eight buildings totaling 108,500 square feet, respectively. Several additional residential developments are also located further north and east of the site. Therefore, the proposed project would be considered generally compatible with the surrounding land uses.

Furthermore, the area of disturbance associated with the proposed project would not extend beyond the boundaries of the overall Northwest Rocklin Annexation Area analyzed in the 2002 EIR. While the proposed project would include a General Plan Amendment to change 0.41-acre of the project site from R-C to MU, the majority of the project site (i.e., 12.31 acres) has been previously anticipated for urban development.

The project site is designated as PD-LI (12.31 acres) and OS (0.41-acre) within the Northwest Rocklin General Development Plan and the City's zoning code. Although the project site's PD-LI zoning designation is inconsistent with the site's General Plan land use designation of MU, the proposed project would not be required to rezone the 12.31 acres of the site designated as PD-LI as the proposed project is consistent with the site's General Plan land use designation. The HAA clarifies that if the zoning standards and criteria of a project site are inconsistent with applicable, objective General Plan standards of the same site, and the development project is consistent with the applicable objective General Plan standards for the site, then a housing development project cannot be found inconsistent with the standards and criteria of the zoning designation. Further, if such an inconsistency exists, the lead agency may not require rezoning before housing development project approval. Nevertheless, the City will rezone the project site to establish conformity with the project site's General Plan land use designation. Specifically, a General Development Plan Amendment/Rezone is proposed to change the Northwest Rocklin General Development Plan and zoning designations of the site from PD-LI and OS to PD-22+

(see Figure 9). Thus, the proposed project would not result in any additional impacts related to land use and planning beyond what was anticipated for the Northwest Rocklin Annexation Project.

Given the above, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to land use and planning.

3.11.3 Land Use and Planning Mitigation Measures

The following presents the mitigation measures applicable to the proposed project related to land use and planning.

Prior Mitigation Measures

As discussed above, the 2002 EIR identified Mitigation Measure EMM-3, which requires implementation of Mitigation Measures FMM-5, HMM-4, HMM-5, and MMM-3. However, as discussed throughout this Addendum, Mitigation Measures FMM-5, HMM-4, HMM-5, and MMM-3 are not applicable to the proposed project. Thus, Mitigation Measure EMM-3 has been omitted from this Addendum.

Modified Mitigation Measures

None Required.

New Mitigation Measures

None Required.

3.12 Mineral Resources

The following includes a discussion of the previous impacts identified in the 2002 EIR, the impacts associated with the proposed project, and a description of the mitigation measures applicable to the proposed project related to mineral resources.

3.12.1 Summary of Mineral Resources Impacts from 2002 EIR

The 2002 EIR did not contain a mineral resources chapter because the Northwest Rocklin Annexation Project area was not known to contain mineral resources, so the loss of availability of a known mineral resource that would be of value to the region and the residents of the state, or a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan would not occur. Significant impacts to mineral resources would not occur with implementation of the Northwest Rocklin Annexation Project, and no mitigation was required.

3.12.2 Mineral Resources Impacts Associated with Proposed Project

The area of disturbance associated with the proposed project would not extend beyond the boundaries of the overall Northwest Rocklin Annexation Area analyzed in the 2002 EIR. Thus, the proposed project would not result in any additional impacts related to mineral resources beyond what was anticipated for the Northwest Rocklin Annexation Project.

Given the above, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to mineral resources.

3.12.3 Mineral Resources Mitigation Measures

The following presents the mitigation measures applicable to the proposed project related to mineral resources.

Prior Mitigation Measures
None Required.

Modified Mitigation Measures
None Required.

New Mitigation Measures
None Required.

3.13 Noise

The following includes a discussion of the previous impacts identified in the 2002 EIR, the impacts associated with the proposed project, and a description of the mitigation measures applicable to the proposed project related to noise.

3.13.1 Summary of Noise Impacts from 2002 EIR

The 2002 EIR found that construction activities for the Northwest Rocklin Annexation Project could temporarily increase noise levels at existing noise sensitive land uses (NSLUs), resulting in a potentially significant impact. However, implementation of Mitigation Measures HMM-1(a) and HMM-1(b), in addition to the measure requiring compliance with the City of Rocklin construction Noise Compatibility Guidelines, would reduce impacts to a less-than-significant level.

The Northwest Rocklin Annexation Project was found to result in residential development occurring within close proximity to existing and proposed roadways, resulting in a potentially significant impact related to exterior traffic noise levels to those residential areas. Impacts would be reduced to below a level of significance through implementation of Mitigation Measures HMM-2(a) and HMM-2(b) from the 2002 EIR. Project-generated traffic noise on the existing street system was anticipated to result in a less-than-significant impact, in both the project-specific and cumulative scenarios.

Operation of the Northwest Rocklin Annexation Project was found to result in potentially significant noise levels generated from the proposed land uses, including, but not limited to, commercial loading docks, school playgrounds, and neighborhood parks. Impacts would be reduced to below a level of significance through implementation of Mitigation Measure HMM-4 from the 2002 EIR. Similarly, operation of the proposed open athletic fields and recreation areas, including the assemblage of large crowds and use of public address systems, could also result in significant operational noise impacts to adjacent residents. The 2002 EIR identified Mitigation Measure HMM-5 to lower such impacts; however, noise impacts resulting from operation of the open athletic fields and recreation areas would remain significant and unavoidable.

3.13.2 Noise Impacts Associated with Proposed Project

The proposed project would include the development of 12 three-story apartment buildings with a total of 324 units on a site which was previously anticipated for light industrial uses within the 2002 EIR.

With regard to construction noise, the area of disturbance associated with the proposed project would not extend beyond the boundaries of the overall Northwest Rocklin Annexation Area analyzed in the 2002 EIR. Thus, while the proposed project could result in temporary noise level increases at nearby noise sensitive receptors located near project site boundaries, construction of the proposed project would not result in greater noise levels than construction of the approved uses on-site. In addition, the proposed project would also be required to comply with all applicable mitigation measures included in the 2002 EIR. Therefore, additional significant impacts related to

construction noise beyond what was anticipated for the Northwest Rocklin Annexation Project would not occur as a result of the proposed project.

With regard to operational noise increases within the project area, the proposed project would include typical residential noise such as landscape maintenance, HVAC systems, etc., which would be compatible with the adjacent uses. As such, the proposed project is not anticipated to contribute a measurable operational noise level increase to the existing ambient noise environment at any sensitive receptor locations. Therefore, additional significant impacts related to operational noise would not occur as a result of the proposed project.

In addition, the Environmental Noise Assessment prepared for the proposed project by Illingworth and Rodkin (see Appendix G)[18] considered future traffic noise-level increases on University Avenue due to growth projections in the project area, including the proposed project. Assuming an annual traffic growth rate of between one percent and two percent per year, traffic noise levels along University Avenue were determined to increase by approximately 1.0 decibel (dBA) under future conditions. According to the Federal Interagency Commission on Noise (FICON), an increase in traffic noise levels by 3.0 dB is considered to be the threshold for a significant increase when ambient noise is between 60 dB and 65 dB. Based on Table 3 included in the Environmental Noise Assessment, the maximum existing noise level at approximately 100 feet from the centerline of University Avenue is 64 dBA. Therefore, additional significant impacts related to traffic noise on off-site receptors would not occur as a result of the proposed project.

Finally, while impacts of the environment on a project (as compared to impacts of a project on the environment) are beyond the scope of required CEQA review, Mitigation Measures HMM-2(a) and HMM-2(b), set forth requirements for residential developments to ensure that exterior noise levels do not exceed 65 dB at first floor outdoor activity areas, and that interior noise levels do not exceed 45 dB. As such, an evaluation of estimated noise levels at the proposed residences was included in the Environmental Noise Assessment prepared for the proposed project to ensure project consistency with Mitigation Measures HMM-2(a) and HMM-2(b).

As discussed within the Environmental Noise Assessment, the predominant noise source affecting the project site is expected to continue to be traffic on SR 65 and University Avenue. Caltrans, in cooperation with the Placer County Transportation Planning Agency (PCTPA), Placer County, and the City of Rocklin, is proposing future widening improvements along SR 65 adjacent to the project site. Based on the results of the noise study completed for such roadway widening project, future noise levels along the site's SR 65 project frontage are anticipated to increase by 5.0 dBA under future conditions with the highway widening project completed. In addition, as discussed above, assuming an annual traffic growth rate of between one percent and two percent per year, traffic noise levels along University Avenue were determined to increase by approximately 1.0 dBA under future conditions.

The pool, BBQ area, and playground in the proposed project's common outdoor use area and the common courtyards of proposed Buildings C and D are the only outdoor activity areas of the proposed project. The proposed project does not include any private yards. The proposed outdoor activity areas were determined to be exposed to maximum future exterior noise levels of 60 dBA L_{dn}. Mitigation Measure HMM-2(a) of the 2002 EIR requires that for each tentative map with residential areas within the 60 dB contour or greater, the developer shall use setbacks, barriers, or other measures as necessary to ensure that exterior noise levels do not exceed 65 dB at first-floor outdoor activity areas, as demonstrated by a project-specific noise analysis. However, according to the Environmental Noise Assessment, noise levels in the project's common outdoor

[18] Illingworth and Rodkin, Inc. *Environmental Noise Assessment – University Avenue Apartments, Rocklin, CA.* September 25, 2023.

use areas would meet the City's noise level criteria for outdoor activity areas at residential uses. Therefore, based on the analysis included in the Environmental Noise Analysis, the proposed project would satisfy the requirements of Mitigation Measure HMM-2(a).

The facades of the residential units closest to SR 65 were determined to be exposed to future exterior noise levels of up to 66 dBA L_{dn} at the first floor and 70 dBA L_{dn} at the second and third levels, while the facades of the residential units closest to University Avenue would be exposed to future exterior noise levels of up to 56 dBA L_{dn} at the first floor and 62 dBA L_{dn} at the second and third levels. Mitigation Measure HMM-2(b) of the 2002 EIR requires that for each tentative map with residential areas within the 65 dB or greater contour, the developer shall use setbacks, building materials and systems (including heating and air conditioning) that would allow residents to keep their windows closed, and/or other construction techniques necessary to ensure interior noise levels do not exceed 45 dB.

Considering the construction materials proposed to be used to construct the residences, exterior noise levels were determined to be reduced within the residential interiors by 27 to 29 dBA with standard thermal insulating windows and/or weather sealed doors maintained closed. As such, closed standard thermal insulating windows and/or weather sealed doors would be sufficient to meet the interior noise standards of 45 dBA L_{dn} required by Mitigation Measure HMM-2(b) in all on-site units.

However, with windows partially open, interior noise levels are generally only 12 to 17 dBA lower than exterior noise levels. Therefore, according to the Environmental Noise Assessment, first floor units within Buildings B, C, and D, which have a view of SR 65, and all upper-level apartments with a view of either SR 65 or University Avenue would be required to include a mechanical ventilation system to allow occupants to keep windows and doors closed to control noise. Figure 11 and Figure 12 below show the locations of the residences requiring mechanical ventilation.

Considering the above, in order to ensure consistency with Mitigation Measure HMM-2(b), the City would condition the proposed project to include the following:

1. All first floor units within Buildings B, C, and D that have a view of SR 65, and all upper-level units with a view of either SR 65 or University Avenue shall include a mechanical ventilation system;
2. All first floor unit windows and doors with views towards SR 65 shown in Figure 3 shall be specified with a minimum STC rating of 26; and
3. All upper level windows and doors with views towards SR 65 or University Avenue shown in Figure 4 shall be specified with a minimum STC rating of 26.

Given the above, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to noise.

3.13.3 Noise Mitigation Measures

The following presents the mitigation measures applicable to the proposed project related to noise.

Prior Mitigation Measures

Mitigation Measures HMM-1(a), HMM-1(b), HMM-2(a), and HMM-2(b), as well as the required measure (REQ-MM) related to noise from the 2002 EIR, as described below, remain applicable to the proposed project.

Figure 11
First floor Units Requiring Mechanical Ventilation and STC 26 Doors and Windows

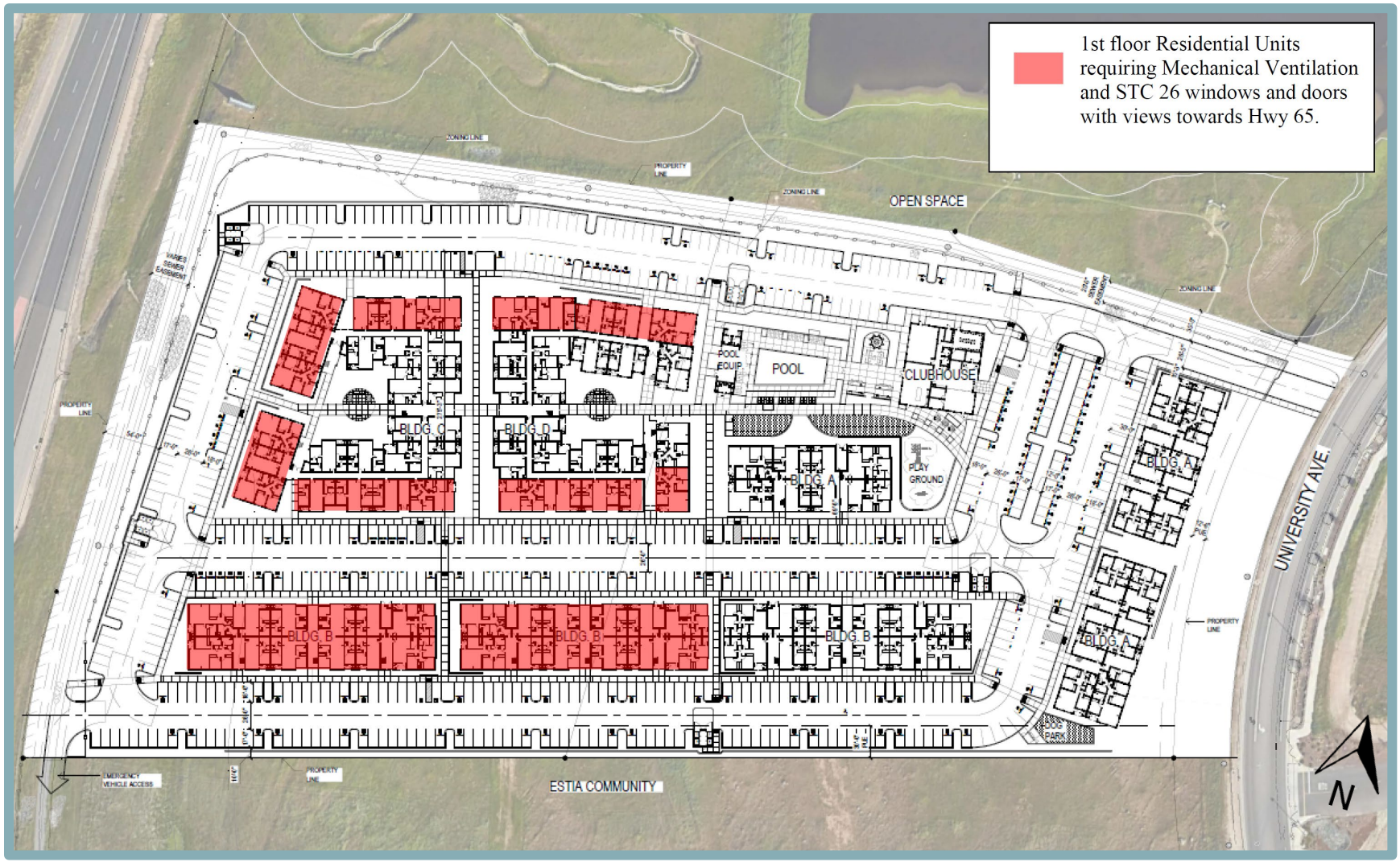
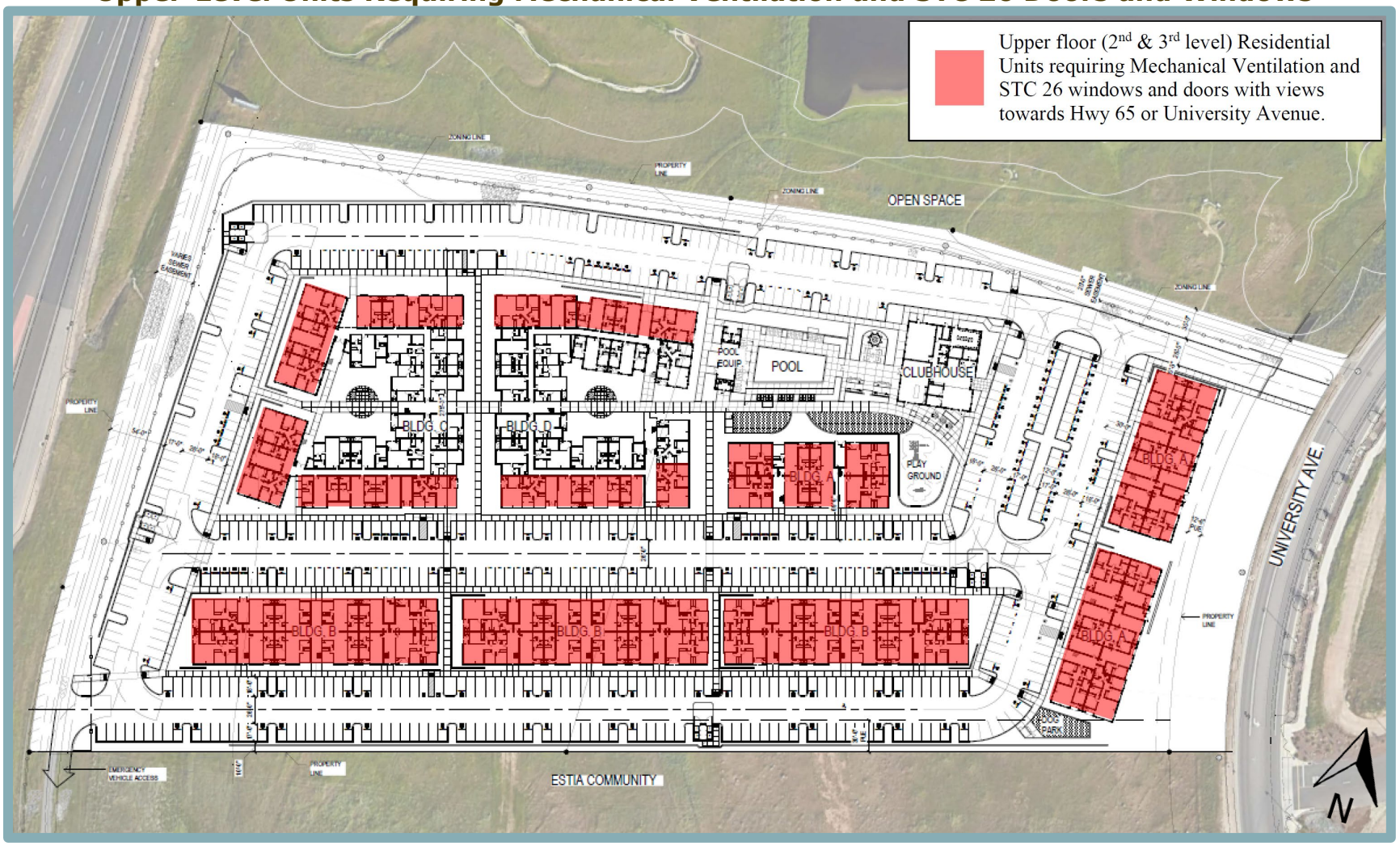


Figure 12
Upper-Level Units Requiring Mechanical Ventilation and STC 26 Doors and Windows



The proposed project does not include commercial loading docks, schools, playgrounds, or parks, and, therefore, Mitigation Measure HMM-4 included in the 2002 EIR is not applicable to the proposed project, and, therefore, has been omitted from this Addendum.

HMM-1(a) All heavy construction equipment and all stationary noise sources (such as diesel generators) shall have manufacturer installed mufflers.

HMM-1(b) Equipment warm up areas, water tanks, and equipment storage areas shall be located in an area as far away from existing residences as is feasible.

HMM-2(a) For each tentative map with residential areas within the 60 dB contour, or greater the developer shall use setbacks, barriers, or other measures as necessary to ensure that exterior noise levels do not exceed 65 dB at first-floor outdoor activity areas, as demonstrated by a project-specific noise analysis.

HMM-2(b) For each tentative map with residential areas within the 65 dB or greater contour, the developer shall use setbacks, building materials and systems (including heating and air conditioning) that will allow residents to keep their windows closed, and/or other construction techniques necessary to ensure interior noise levels do not exceed 45 dB.

REQ-MM The project applicant shall comply with the City of Rocklin construction Noise Compatibility Guidelines, including restricting construction-related noise generation activities within or near residential areas shall be restricted to between 7:00 am and 7:00 pm on weekdays, and between 8:00 am and 7:00 pm on weekends.

Modified Mitigation Measures
None Required.

New Mitigation Measures
None Required.

3.14 Population and Housing
The following includes a discussion of the previous impacts identified in the 2002 EIR, the impacts associated with the proposed project, and a description of the mitigation measures applicable to the proposed project related to population and housing.

3.14.1 Summary of Population and Housing Impacts from 2002 EIR
The 2002 EIR determined that implementation of the Northwest Rocklin Annexation Project would not result in significant impacts related to population and housing. Although the Northwest Rocklin Annexation Project was anticipated to include construction of 4,290 dwelling units, the 2002 EIR determined that the growth associated with such construction was consistent with the City of Rocklin's General Plan. Additionally, the project was determined to assist with the City of Rocklin's goal of providing adequate housing supply, including affordable housing units. Further, the Northwest Rocklin Annexation Project included commercial, light industrial, and business professional uses so the ratio of jobs and housing in the City of Rocklin would not experience significant adverse impacts. Impacts related to population and housing resulting from implementation of the Northwest Rocklin Annexation Project was determined to be below a level of significance, and mitigation was not required.

3.14.2 Population and Housing Impacts Associated with Proposed Project

The proposed project would include the development of 12 three-story apartment buildings with a total of 324 units on a site which was previously anticipated for light industrial uses within the 2002 EIR.

Based on a community profile prepared for the City, the average household size in Rocklin was estimated at 2.77 persons per household.[19] Using this average household size, the proposed project would result in an estimated population of 898 residents. According to the U.S. Census Bureau, the entire City has an estimated total population of 73,857.[20] The estimated 898 residents would equate to approximately one percent of the entire City's population.

In addition, while the project site was previously anticipated for light industrial uses within the 2002 EIR, pursuant to the City's General Plan, the majority of the project site (i.e., 12.31 acres) is designated as MU, which allows for a range of residential and non-residential uses. Specifically, the MU designation allows for residential uses at a density of 10 to 40 dwelling units per acre, and a FAR of 0.25 to 1.6. The proposed project would have a density of 25.5 dwelling units per acre with a FAR of 0.67. Therefore, the proposed project would be consistent with the site's MU General Plan land use designation, and impacts related to population growth associated with development of the project site have already been generally anticipated by the City. The HAA clarifies that if the zoning standards and criteria of a project site are inconsistent with applicable, objective General Plan standards of the same site, and the development project is consistent with the applicable objective General Plan standards for the site, then a housing development project cannot be found inconsistent with the standards and criteria of the zoning designation. Further, if such an inconsistency exists, the lead agency may not require rezoning before housing development project approval. As such, the proposed project would not result in unplanned population growth. In addition, the proposed multi-family residential development would add to the housing stock in the City of Rocklin and would provide 17 units of affordable housing within the City.

Given the above, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to population and housing.

3.14.3 Population and Housing Mitigation Measures

The following presents the mitigation measures applicable to the proposed project related to population and housing.

Prior Mitigation Measures

None Required.

Modified Mitigation Measures

None Required.

New Mitigation Measures

None Required.

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[19] Esri. *Esri Community Profile – City of Rocklin.* January 4, 2023.

[20] U.S. Census Bureau. *QuickFacts: Rocklin city, California*. Available at: https://www.census.gov/quickfacts/fact/table/rocklincitycalifornia,US/PST045222. Accessed August 2023

3.15 Public Services

The following includes a discussion of the previous impacts identified in the 2002 EIR, the impacts associated with the proposed project, and a description of the mitigation measures applicable to the proposed project related to public services.

3.15.1 Summary of Public Services Impacts from 2002 EIR

The 2002 EIR determined that implementation of the Northwest Rocklin Annexation Project would result in a less-than-significant impact related to increasing the demand for law enforcement services and facilities in the City of Rocklin. The Northwest Rocklin Annexation was also determined to result in a less-than-significant impact related to creating a demand for additional law enforcement services and facilities when combined with future development in the City. Still, the 2002 EIR identified a measure requiring the applicant to comply with the provisions of the City of Rocklin Construction Tax, which would further reduce impacts. Impacts to law enforcement services would be less than significant.

The Northwest Rocklin Annexation Project was determined to significantly increase demand for fire protection/suppression services and emergency services, resulting in a significant impact. The 2002 EIR identified Mitigation Measures KMM-3(a) and KMM-3(b), in addition to two measures requiring compliance with the City of Rocklin Construction Tax and the Uniform Fire Code, reducing impacts to a less-than-significant level. Implementation of the Northwest Rocklin Annexation Project could result in the placement of residences farther than the two road-mile service area of the closest fire station. Impacts would be lowered to a less-than-significant level with Mitigation Measure KMM-4. The project could also result in residential development occurring upon terrain where slopes reduce acceptable fire access for suppression activities, and would require Mitigation Measure KMM-5 to reduce impacts to a less-than-significant level. Additionally, the Northwest Rocklin Annexation Project could result in deficiencies within the City of Rocklin Fire Department's emergency Radio Communication System, and would require Mitigation Measure KMM-6 to lower impacts to below a level of significance. The Northwest Rocklin Annexation Project, in combination with future development in the City, was also found to create a significant demand for additional fire protection and emergency services, resulting in a significant impact. However, the 2002 EIR identified Mitigation Measure KMM-7 (which simply requires implementation of Mitigation Measure KMM-3(b)), in addition to two measures requiring compliance with the City of Rocklin Construction Tax and the Uniform Fire Code, which would reduce impacts to a less-than-significant level. Impacts to fire protection and emergency services would be less than significant with mitigation.

The Northwest Rocklin Annexation Project was determined to significantly increase the demand for school services in the Rocklin Unified School District (RUSD); however, the 2002 EIR identified Mitigation Measure KMM-8, in addition to a measure requiring the applicant to pay the applicable RUSD fees. Implementation of such measures would reduce impacts to a less than significant level. The Northwest Rocklin Annexation Project, in combination with future development in the RUSD, was determined to result in a less-than-significant impact related to increasing the demand for school services. Therefore, impacts to schools would be less than significant.

The Northwest Rocklin Annexation Project, both alone and in combination with other development in the City of Rocklin, was determined to result in less-than-significant impacts related to increasing the demand for park facilities. Still, the 2002 EIR identified two measures requiring compliance with the provision of the Park Development Fees in the Rocklin Municipal Code and compliance with the Community Park and Recreational Facilities Improvement Fee, which would further reduce impacts. Therefore, impacts related to parks would be less than significant.

3.15.2 Public Services Impacts Associated with Proposed Project

The proposed project would include the development of 12 three-story apartment buildings with a total of 324 units. Accordingly, the proposed project would result in an increased demand for fire protection and police protection services, schools, parks, and other governmental facilities. However, the project site was previously anticipated for development with urban uses. As such, increased demand on public services associated with development of the site were previously analyzed within the 2002 EIR. While some increase in demand for fire and law enforcement services beyond what was anticipated for the site in the 2002 EIR could occur as a result of the increase in population associated with development of the proposed project, increased demand alone is not the relevant inquiry under CEQA, nor is the need for additional staff and/or equipment. The relevant inquiry, as confirmed by the courts (see *City of Hayward v. Board of Trustees of the California State University*) is whether a significant effect on the environment would occur in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services as a result of the increased demand. The increase in demand associated with the proposed project would not be considered substantial and could be met by current service providers, without the need for expanding existing facilities or constructing new facilities, the construction of which could cause significant environmental effects.

In addition, while the project site was previously anticipated for light industrial uses within the 2002 EIR, pursuant to the City's General Plan, the majority of the project site is designated as MU, which allows for a range of residential and non-residential uses. Specifically, the MU designation allows for residential uses at a density of 10 to 40 dwelling units per acre, and a FAR of 0.25 to 1.6. The proposed project would have a density of 25.5 dwelling units per acre with a FAR of 0.67. Therefore, the proposed project would be consistent with the site's MU General Plan land use designation, and impacts related to increased demand on public services associated with development of the project site have already been generally anticipated by the City. Furthermore, while the proposed project would result in an increase in population, which could result in increased demand for school services and parks, the proposed project would be required to comply with all applicable required measures included in the 2002 EIR, which would require the payment of all applicable fees to ensure that the City can adequately provide public services to serve the proposed project. According to SB 50, payment of the necessary school impact fees for the project would be considered full and satisfactory CEQA mitigation. Proposition 1A/SB 50 prohibits local agencies from using the inadequacy of school facilities as a basis for denying or conditioning approvals of any "[…] legislative or adjudicative act […] involving […] the planning, use, or development of real property" (Government Code 65996(b)). As such, payment of developer fees would be considered sufficient to reduce any potential impacts related to the provision of school services. In addition, payment of park development fees in accordance with Chapters 16.28 and 17.71 of the Rocklin Municipal Code, as well as compliance with the provisions of the Park Improvements, Trails, Community and Recreation Facilities, and Public Facilities fees (Resolution No. 2022-144) (which supersedes the Community Park and Recreational Facilities Improvement Fee [Resolution No. 99-82]), as required by the REQ-MM provided below, would ensure that the proposed project would not result in any potential impacts related to park services.

Given the above, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to public services.

3.15.3 Public Services Mitigation Measures

The following presents the mitigation measures applicable to the proposed project related to public services.

Prior Mitigation Measures

The proposed project would adhere to Mitigation Measures KMM-3(b), KMM-5, and KMM-7, as well as the applicable required measures (REQ-MM) from the 2002 EIR related to public services, which are provided below. The proposed project does not include any open space areas and is located less than two miles from an existing fire station; therefore, Mitigation Measures KMM-3(a) and KMM-4 included in the 2002 EIR are not applicable to the proposed project. All other mitigation measures included in the 2002 EIR related to public services contain requirements for the City to implement on a plan-wide level, and are not applicable to the proposed project. Such non-applicable Mitigation Measures have been omitted from this Addendum.

KMM-3(b) The City and project applicant shall analyze the cost of fire protection and emergency medical response associated with the project and develop a funding mechanism to offset any shortfall.

KMM-5 Where residential dwellings are developed, all portions of the exterior first floor shall be within 150 feet of the public right-of-way. Structures not capable of meeting this requirement shall be considered a special hazard and fire sprinkler systems shall be installed. This mitigation measure shall be implemented at the time of approval of the Building Permits.

KMM-7 Implement Mitigation Measure KMM-3(b).

REQ-MM The project applicant shall comply with the provisions of the City of Rocklin Construction Tax (Section 3.16 of the Rocklin Municipal Code), for the acquisition and development of parks, open space, bike trails, public buildings, and fire equipment needed as a result of increased development within the City. This mitigation measure to be implemented at the time of Building permit issuance.

REQ-MM The project applicant shall comply with the provisions of the Uniform Fire Code (adopted as Chapter 15.04 of the Rocklin Municipal Code). This mitigation measure to be implemented at the time of Building permit issuance.

REQ-MM The project applicant shall pay Rocklin Unified School District fees under Education Code Section 17620 and Government Code 65995, to the satisfaction of the Rocklin Unified School District at the time of Building Permit issuance. The above requirement shall be waived by the City Council if the applicant and the District reach an agreement to mitigate the impacts on the school facilities caused by the proposed development and jointly request in writing that the condition be waived.

REQ-MM The project applicant shall comply with the provisions of the Park Development Fees (Chapters 16.28 and 17.71 of the Rocklin Municipal Code) with parkland dedication and/or payment of park development fees and turnkey park agreements. This mitigation measure to be implemented at the time of approval of the tentative subdivision maps.

REQ-MM The project applicant shall comply with the provisions of the Community Park and Recreational Facilities Improvement Fee (Resolution No. 99-82). This mitigation measure to be implemented at the time of approval of building permit application.

Modified Mitigation Measures

None Required.

New Mitigation Measures
None Required.

3.16 Recreation

The following includes a discussion of the previous impacts identified in the 2002 EIR, the impacts associated with the proposed project, and a description of the mitigation measures applicable to the proposed project related to recreation.

3.16.1 Summary of Recreation Impacts from 2002 EIR

The 2002 EIR did not include a chapter designated to recreation; however, impacts related to park facilities were analyzed within the Public Services chapter. As discussed in Section 3.15.1 of this Addendum, above, the Northwest Rocklin Annexation Project, both alone and in combination with other development in the City of Rocklin, was determined to result in less-than-significant impacts related to increasing the demand for park facilities. Still, the 2002 EIR identified two measures requiring compliance with the provision of the Park Development Fees in the Rocklin Municipal Code and compliance with the Community Park and Recreational Facilities Improvement Fee, which would further reduce impacts. Therefore, impacts related to parks would be less than significant.

3.16.2 Recreation Impacts Associated with Proposed Project

The proposed project would include the development of 12 three-story apartment buildings with a total of 324 units. Given the residential nature of the proposed project, increases in the demand for recreational facilities could occur. However, while the project site was previously anticipated for light industrial uses within the 2002 EIR, the proposed project would be consistent with the site's MU General Plan land use designation. As such, impacts related to increased demand on recreational facilities associated with development of the project site have already been generally anticipated by the City.

The proposed project would also include the development of on-site indoor and outdoor recreation amenities, including a 5,390-sf, single-story clubhouse consisting of lounge areas, meeting space, fitness room, and leasing office. Other amenities would include a swimming pool with bar seating and tables, playground, outdoor game and lawn area, dog park, pet wash station, patio with an outdoor kitchen, two outdoor seating and barbeque areas, and bicycle parking. Furthermore, the proposed project would be required to comply with all applicable required measures included in the 2002 EIR, which would require the payment of all applicable fees to ensure that adequate recreational facilities exist within the City to serve the proposed project.

Given the above, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to recreation.

3.16.3 Recreation Mitigation Measures

The following presents the mitigation measures applicable to the proposed project related to recreation.

Prior Mitigation Measures
The proposed project would adhere to the required measures (REQ-MM) from the 2002 EIR related to parks and recreation, which are provided below.

REQ-MM The project applicant shall comply with the provisions of the Park Development Fees (Chapters 16.28 and 17.71 of the Rocklin Municipal Code) with parkland

dedication and/or payment of park development fees and turnkey park agreements. This mitigation measure to be implemented at the time of approval of the tentative subdivision maps.

REQ-MM The project applicant shall comply with the provisions of the Community Park and Recreational Facilities Improvement Fee (Resolution No. 99-82). This mitigation measure to be implemented at the time of approval of building permit application.

Modified Mitigation Measures
None Required.

New Mitigation Measures
None Required.

3.17 Transportation
The following includes a discussion of the previous impacts identified in the 2002 EIR, the impacts associated with the proposed project, and a description of the mitigation measures applicable to the proposed project related to transportation.

3.17.1 Summary of Transportation Impacts from 2002 EIR
The 2002 EIR determined that development of the Northwest Rocklin Annexation Project may result in a significant increase in traffic at intersections in the vicinity of the project. The 2002 EIR identified Mitigation Measures FMM-1(a) and FMM-1(b), in addition to a measure requiring the developer to pay applicable traffic impact fees to the City of Rocklin Capital Improvement Plan, which would reduce impacts to a less-than-significant level. The 2002 EIR also determined that development of the Northwest Rocklin Annexation Project may result in a significant increase in traffic at roadway segments in the vicinity of the project. The 2002 EIR identified Mitigation Measures FMM-2(a) and FMM-2(b), which would reduce impacts; however, impacts would remain significant and unavoidable. The project's impact related to creating a demand for bicycle and pedestrian facilities would be less than significant. The Northwest Rocklin Annexation Project would result in a potentially significant impact on creating a demand for transit services; however, implementation of Mitigation Measure FMM-4 would reduce the impact to a less-than-significant level.

The 2002 EIR determined that the omission of school sites from the annexation area could result in significant impacts related to creating traffic congestion in portions of the site. Impacts would be reduced to a less-than-significant level with implementation of Mitigation Measure FMM-5. Development of the school sites was also determined to result in a significant impact related to on-street parking and parking in residential neighborhoods. Impacts would be reduced to a less-than-significant level with implementation of Mitigation Measure FMM-6.

Development of the Northwest Rocklin Annexation Project was determined to increase traffic on City of Rocklin roadways and at roadway intersections in the vicinity of the project under cumulative conditions, resulting in a significant impact. The 2002 EIR identifies Mitigation Measures FMM-7(a) through FMM-7(e) to reduce impacts, in addition to the required measure discussed above; however, impacts would remain significant and unavoidable. Under cumulative conditions, development of the Northwest Rocklin Annexation Project would create a significant demand for transit services as phased development occurs, resulting in a significant impact. Implementation of mitigation measure FMM-8, which simply requires implementation of Mitigation Measure FMM-4, would reduce impacts to a less-than-significant level. Development of the Northwest Rocklin Annexation Project was determined to increase traffic on City of Roseville

intersections and roadways and State highways in the vicinity of the project under cumulative conditions, resulting in a significant impact. The 2002 EIR identifies Mitigation Measures FMM-9(a) through FMM-9(c), in addition to the required measure discussed above, to reduce impacts. However, impacts would remain significant and unavoidable.

3.17.2 Transportation Impacts Associated with Proposed Project

Changes in background traffic and growth projections for the project area would be considered changes in circumstances, which must also be considered when preparing subsequent environmental review for an approved project. However, with respect to traffic, the situation is unique for the following reasons.

The law has changed with respect to how transportation-related impacts may be addressed under CEQA. Traditionally, lead agencies used Level of Service (LOS) to assess the significance of such impacts, with greater levels of congestion considered to be more significant than lesser levels. Mitigation measures typically took the form of capacity-increasing improvements, which often had their own environmental impacts (e.g., to biological resources). Depending on circumstances, and an agency's tolerance for congestion (e.g., as reflected in its general plan), LOS D, E, or F often represented significant environmental effects. In 2013, however, the Legislature passed legislation with the intention of ultimately doing away with LOS in most instances as a basis for environmental analysis under CEQA. Enacted as part of Senate Bill 743 (2013), Public Resources Code section 21099, subdivision (b)(1), directed the Governor's Office of Planning and Research (OPR) to prepare, develop, and transmit to the Secretary of the Natural Resources Agency for certification and adoption proposed CEQA Guidelines addressing "criteria for determining the significance of transportation impacts of projects within transit priority areas. Those criteria shall promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses. In developing the criteria, [OPR] shall recommend potential metrics to measure transportation impacts that may include, but are not limited to, vehicle miles traveled, vehicle miles traveled per capita, automobile trip generation rates, or automobile trips generated. The office may also establish criteria for models used to analyze transportation impacts to ensure the models are accurate, reliable, and consistent with the intent of this section."

Subdivision (b)(2) of section 21099 further provides that "[u]pon certification of the guidelines by the Secretary of the Natural Resources Agency pursuant to this section, automobile delay, as described solely by level of service or similar measures of vehicular capacity or traffic congestion *shall not be considered a significant impact on the environment* pursuant to [CEQA], except in locations specifically identified in the guidelines, if any." (Italics added.)

Pursuant to Senate Bill 743, the Natural Resources Agency promulgated CEQA Guidelines section 15064.3 in late 2018. It became effective in early 2019. Subdivision (a) of that section provides that "[g]enerally, vehicle miles traveled is the most appropriate measure of transportation impacts. For the purposes of this section, 'vehicle miles traveled' refers to the amount and distance of automobile travel attributable to a project. Other relevant considerations may include the effects of the project on transit and non-motorized travel. Except as provided in subdivision (b)(2) below (regarding roadway capacity), a project's effect on automobile delay shall not constitute a significant environmental impact."[21]

[21] Subdivision (b)(2) of section 15064.3 ("transportation projects") provides that "[t]ransportation projects that reduce, or have no impact on, vehicle miles traveled should be presumed to cause a less than significant transportation impact. For roadway capacity projects, agencies have discretion to determine the appropriate measure of transportation impact consistent with CEQA and other applicable requirements. To the extent that such impacts have already been adequately addressed at a programmatic level, such as in a regional transportation plan EIR, a lead agency may tier from that analysis as provided in Section 15152."

Subdivision (c) of section 15064.3 (Applicability) states that "[t]he provisions of this section shall apply prospectively *as described in section 15007*. A lead agency may elect to be governed by the provisions of this section immediately. Beginning on July 1, 2020, the provisions of this section shall apply statewide." (Italics added.)

CEQA Guidelines section 15007, subdivision (b), provides that "[a]mendments to the Guidelines apply *prospectively only*. New requirements in amendments will apply to steps in the CEQA process not yet undertaken by the date when agencies must comply with the amendments." Subdivision (c) adds that "[i]f a document meets the content requirements in effect when the document is sent out for public review, the document shall not need to be revised to conform to any new content requirements in Guideline amendments taking effect before the document is finally approved." (Italics added.)

These provisions, read together with section 15064.3, subdivision (c), make it clear that the vehicle miles travelled (VMT) requirement did not apply to Draft EIRs issued before July 1, 2020. And where a Draft EIR has been issued prior to July 1st, the Final EIR need not address the issue either. This position was articulated by Jeannie Lee, legal counsel in the Governor's OPR, in publicly broadcast webcasts in 2020.

In *Citizens for Positive Growth & Preservation v. City of Sacramento* (2019) 43 Cal.App.5th 609, 625-626 (*Citizens for Positive Growth*), the Court of Appeal refused to address the merits of a pending CEQA appeal involving the sufficiency of an EIR's LOS-based analysis of transportation-related impacts. The court found that this particular challenge was moot, in that, if the court were to find problems with the analysis and remand the matter back to the respondent city, the city would be under no obligation to undertake additional LOS-based analysis. After noting that section 15064.3 was "[t]he regulation was promulgated, in part, pursuant to section 21099 and certified by the Secretary of the Natural Resources Agency before being approved by the Office of Administrative Law on December 28, 2018," the court reasoned as follows:

> "In mandamus proceedings like this one, "the law to be applied is that which is current at the time of judgment in the appellate court." [Citations.] Under section 21099, subdivision (b)(2), existing law is that "automobile delay, as described solely by level of service or similar measures of vehicular capacity or traffic congestion shall not be considered a significant impact on the environment" under CEQA, except for roadway capacity projects. Accordingly, the 2035 General Plan's impacts on LOS (i.e., automobile delay) cannot constitute a significant environmental impact, as Citizens argues, rendering Citizens's traffic impacts argument moot."

In short, as of December 28, 2018, "automobile delay, as described solely by level of service or similar measures of vehicular capacity or traffic congestion shall not be considered a significant impact on the environment" under CEQA, except for roadway capacity projects. Thus, the former obligation under CEQA to address LOS in transportation analyses ceased to exist as of that date, except (at agencies' discretion) with respect to transportation projects. Addenda to EIRs for land use projects such as the University Avenue Apartments Project are therefore not required to address LOS issues; and "automobile delay," as described in terms of LOS, "shall not be considered a significant impact on the environment."

The court in *Citizens for Positive Growth* also emphasized that "CEQA Guidelines section 15064.3 is prospective" and did not require lead agencies to undertake VMT analysis until July 1, 2020. (43 Cal.App.5th at p. 626.) As noted above, even as of that date, the VMT requirement only applied to projects for which draft EIRs (or negative declarations) had not yet been issued. An addendum is considered together with a certified Final EIR. (CEQA Guidelines, § 15164, subd. (d).) An addendum thus represents a very late stage in the CEQA process that follows long after

the issuance of a draft EIR. The new VMT requirement, then, does not apply to an addendum. Here, the EIR at issue was certified in 2002. It was completed approximately 18 years before the VMT requirement took effect.

In light of the foregoing, the City is not required to consider, and indeed may not consider under CEQA, the extent to which the changes in traffic circumstances have affected the LOS analysis performed in the Certified Final EIR. Because LOS shall no longer be considered a significant impact on the environment, and because VMT analysis is not required for an addendum to an EIR that was issued in draft form prior to July 1, 2020, additional traffic analysis is not required for this Addendum. Nonetheless, the following analysis of VMT associated with the proposed project is provided for informational purposes.

After certification of the CEQA Guidelines, the Governor's OPR published the Technical Advisory on Evaluating Transportation Impacts in CEQA, which recommends consideration of whether a project is consistent with the applicable Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). The guidance aligns with CEQA Guidelines Section 15125(d), which requires that inconsistencies between a project and the regional transportation plan are evaluated. For the proposed project, the applicable RTP/SCS is the 2020 Sacramento Area Regional Council of Governments (SACOG) Metropolitan Transportation Plan/Sustainable Communities Strategy (MTP/SCS).

The project would construct a multi-family apartment complex within an area designated as a Developing Community in the 2020 MTP/SCS. The MTP/SCS is aimed at reducing GHG emissions through VMT reduction. Reduction efforts are primarily focused on urban areas, where investments in the roadway system and transit, bike, and pedestrian infrastructure are built into the MTP/SCS to achieve identified air quality targets.

According to the MTP/SCS, Developing Community areas are typically, though not always, situated on vacant land at the edge of existing urban or suburban development, and are the next increment of urban expansion. Developing Communities are identified in local plans as special plan areas, specific plans, or master plans and may be residential-only, employment-only, or a mix of residential and employment uses. Transportation options in Developing Communities often depend, to a great extent, on the timing of development. Bus service, for example, may currently be infrequent or unavailable, but may be available every 30 minutes or less once a community builds out. Walking and bicycling environments vary widely, though many Developing Communities are designed with dedicated pedestrian and bicycle trails. The MTP/SCS assumes that over the next two decades, the region will attract roughly 168,000 new homes and 228,000 new jobs to infill areas in cities, suburbs and towns across the region. Such an increase is approximately 64 percent of the new housing and 84 percent of the new jobs expected in the region by 2040.

Figures 3-10 and 3-11 of the 2020 MTP/SCS show 2016 and projected 2040 VMT per capita for the six-County SACOG region. The sub-region in which the project is located, and a portion of the project site, is shown as having less than or equal to 85 to 100 percent of the regional average VMT per capita in 2016, and in the future (2040) the sub-region in which the project is located is shown as having less than or equal to 50 to 85 percent of the regional average VMT per capita. The MTP/SCS anticipates some increased activity/growth within Developing Communities, and calls for filling in existing suburbs, revitalizing aging commercial corridors, bringing a greater mix and intensity to urban cores, and realizing coordinated and phased expansion to new greenfield areas. A balanced approach to growth is an important part of the land use and transportation strategy of the MTP/SCS. The phased approach to development would help keep the rate of VMT growth below that of population growth in a couple of ways. First, by filling in existing communities

that have a good mix of uses and transportation options, the City can expand and improve the infrastructure and services that are currently in place. Second, by building out newer communities or bringing more amenities and services to where housing already exists or, inversely, adding housing to areas rich in jobs and services, people would have more options to live, work, and play in closer proximity, which has the effect of reducing the need to choose a car for every trip and increases the feasibility of walking, biking, or using transit facilities for at least some daily trips.

The introduction of additional multi-family housing on the project site would provide opportunities for future residents to work in closer proximity to existing and future anticipated surrounding job generating land uses and employment centers. In the project vicinity, bus service is available along Sunset Boulevard and the closest bus stop is located at Sunset Boulevard and Atherton Road, less than 0.5-mile from the project site. As such, the use of bus service by residents of the project is anticipated. The project is also located less than 0.25-mile from a recently approved, and soon to be constructed, 10-acre retail commercial site, and is located within two miles of existing retail commercial services including a Grocery Outlet grocery store, convenience stores, entertainment destinations and restaurants that could be used by residents of the project. Additionally, the project is located immediately west of the William Jessup University campus and could provide housing opportunities for school employees and students. Furthermore, the project includes on-site amenities such as a clubhouse (which includes a fitness center, co-working space, meeting rooms and a conference room), a pool, playground, outdoor kitchen, a dog park and outdoor game and lawn areas that would allow residents stay on-site, rather than traveling to off-site locations to use such amenities. For the aforementioned reasons, impacts to VMT are anticipated to be less than significant.

Given the above, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to transportation.

3.17.3 Transportation Mitigation Measures

The following presents the mitigation measures applicable to the proposed project related to transportation.

Prior Mitigation Measures

The proposed project would adhere to the required measures (REQ-MM) from the 2002 EIR related to transportation, which are provided below. All other mitigation measures included in the 2002 EIR related to transportation contain requirements for the City to implement on a plan-wide level, are related to LOS, which is no longer a CEQA issue, or include requirements for land uses that are not proposed as part of the project (i.e., schools). Such measures are not applicable to the proposed project and, therefore, have been omitted from this Addendum.

FMM-4 The City shall ensure that, as future entitlements are planned in the annexation area, the City shall coordinate with Placer County Transit (PCT) to ensure that transit services are in place as needed to serve demand from new development.

FMM-8 Implement Mitigation Measure FMM-4.

REQ-MM The project developer shall pay traffic impact fees, for the City of Rocklin Capital Improvement Program, as established by City County Resolution.

Modified Mitigation Measures

None Required.

New Mitigation Measures
None Required.

3.18 Utilities and Service Systems

The following includes a discussion of the previous impacts identified in the 2002 EIR, the impacts associated with the proposed project, and a description of the mitigation measures applicable to the proposed project related to utilities and service systems.

3.18.1 Summary of Utilities and Service Systems Impacts from 2002 EIR

The 2002 EIR determined that implementation of the Northwest Rocklin Annexation Project could result in an increased demand for water supply, resulting in a potentially significant impact. Implementation of Mitigation Measure JMM-1 would reduce impacts to a less-than-significant level. Implementation of the Northwest Rocklin Annexation Project could also require additional water conveyance infrastructure, resulting in a potentially significant impact. Impacts would be reduced to a less-than-significant level with Mitigation Measure JMM-2. The 2002 EIR determined that impacts related to increasing the demand for water treatment would be less than significant. The Northwest Rocklin Annexation Project, in combination with future development in the City and PCWA service area, would increase the demand for water supply, resulting in a significant and unavoidable cumulative impact. The Northwest Rocklin Annexation Project, in combination with future development in the City and other PCWA Zone 1 service areas, would result in less than significant cumulative impacts related to increasing the demand for water conveyance facilities and water treatment.

Implementation of the Northwest Rocklin Annexation Project would result in a potentially significant impact related to increasing the demand for wastewater conveyance. Impacts would be reduced to a less-than-significant level with Mitigation Measure JMM-7. Impacts related to increasing the demand for wastewater treatment would be less than significant. The Northwest Rocklin Annexation Project, in combination with future development in the City and SPMUD service area, would result in significant cumulative impacts related to the increase in demand for wastewater conveyance. Implementation of Mitigation Measure JMM-9, which simply requires implementation of Mitigation Measure JMM-7, would reduce impacts to a less-than-significant level. Cumulative impacts resulting from the Northwest Rocklin Annexation Project, in combination with future development in the City and SPMUD service area, related to increasing the demand for wastewater treatment would be less than significant.

The 2002 EIR determined that implementation of the Northwest Rocklin Annexation Project would result in less-than-significant impacts related to the generation of construction and operational solid waste. The Northwest Rocklin Annexation Project, in combination with future development in the City, would result in a less than significant cumulative impact related to increasing the demand for solid waste collection and disposal.

The Northwest Rocklin Annexation Project, alone and in combination with future development in the City, was determined to result in less-than-significant impacts related to increasing the demand for electrical and natural gas facilities and supply.

3.18.2 Utilities and Service Systems Impacts Associated with Proposed Project

The proposed project would include the development of 12 three-story apartment buildings with a total of 324 units on a site previously anticipated for light industrial uses within the 2002 EIR. Because the project site was previously anticipated for development with urban uses within the

2002 EIR, increased demand on utilities and service systems associated with development of the site were generally analyzed therein. In addition, while the project site is zoned PD-LI, the majority of the project site has a General Plan land use designation of MU, which allows for residential uses at a density of 10 to 40 dwelling units per acre, and a FAR of 0.25 to 1.6. The proposed project would have a density of 25.5 dwelling units per acre with a FAR of 0.67. Therefore, the proposed project would be consistent with the site's MU General Plan land use designation, and impacts related to increased demand on utilities and service systems associated with the proposed residential development have already been generally anticipated by the City.

The project site does not currently include utilities infrastructure; however, the proposed project would include water and sanitary sewer improvements, such as connection to existing infrastructure in the project vicinity (see Figure 6).

Sanitary sewer service for the proposed project would be provided by the SPMUD, which handles wastewater treatment and disposal within the project area. The proposed on-site sanitary sewer system would connect to an existing 22-inch stubbed trunk sewer line located along the western boundary of the site. Wastewater generated by the proposed project would be treated at the Dry Creek Wastewater Treatment Plant (WWTP), which serves the cities of Roseville and Rocklin, the Town of Loomis, and the surrounding unincorporated areas. The Dry Creek WWTP has a current capacity of 18 million gallons per day (mgd) and an average dry weather flow of 12 mgd. Although an increase in demand for sewer service beyond what was anticipated for the site in the 2002 EIR could occur as a result of the increase in population associated with development of the proposed project, given the excess capacity available at the Dry Creek WWTP, and because the proposed project would be consistent with the site's MU General Plan land use designation, the increased demand is not anticipated to be substantial such that SPMUD could not serve the proposed project in combination with reasonably foreseeable future development within the project area.

Potable water would be provided to the proposed project by PCWA. The proposed project would connect to the existing 12-inch water line in University Avenue by way of two new connections located at the northern and southern portions of the site. According to the PCWA 2020 Urban Water Management Plan, PCWA has ample water supplies available to serve reasonably foreseeable future development during normal, dry, and multiple dry years through 2040, and for full buildout conditions of the PCWA service area.[22] Demand estimates for future development within the PCWA Service Area are based on growth estimates for the region and service area, including buildout estimates from the applicable City and County General Plans and applicable Community Plans. As discussed above, the proposed project would be consistent with the site's MU General Plan land use designation. Therefore, increased water demand associated with buildout of the project site has generally been accounted for in regional planning efforts. Although an increase in demand for water service beyond what was anticipated for the site in the 2002 EIR could occur as a result of the increase in population associated with development of the proposed project, given the excess water supply available to the PCWA service area, the increased demand is not anticipated to be substantial such that PCWA would not have sufficient water supplies available to serve the proposed project in combination with reasonably foreseeable future development within the project area during normal, dry and multiple dry years.

Furthermore, the proposed project would be required to comply with all applicable required measures included in the 2002 EIR, which would ensure adequate utilities and service systems exist within the City to serve the proposed project.

[22] Placer County Water Agency. *2020 Urban Water Management Plan* [Table 7-5 through Table 7-7]. June 3, 2021.

Given the above, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to utilities and service systems.

3.18.3 Utilities and Service Systems Mitigation Measures

The following presents the mitigation measures applicable to the proposed project related to utilities and service systems.

Prior Mitigation Measures

Mitigation Measures JMM-1, JMM-2, JMM-7, and JMM-9 from the 2002 EIR remain applicable to the proposed project and are provided below.

JMM-1 The project proponent shall participate in regional water use efficiency measures proposed by PCWA.

JMM-2 The project applicant shall adhere to standard PCWA requirements and enter into a Pipeline Extension Agreement with PCWA and provide all pipelines and facilities necessary to supply adequate amounts of water for domestic and fire protection purposes. All system improvements shall be subject to PCWA approval.

JMM-7 The project applicant shall be obligated through project approval conditions at the time of tentative subdivision map, utility plans and design review approval, to fund and install infrastructure required to provide for the wastewater conveyance needs for each portion of the proposed project. Prior to construction of improvements outside the project boundaries, the developer shall submit to the City of Rocklin a construction plan that outlines the construction limits, construction schedule, traffic detours, noise and dust suppression, resident notification, and emergency service notification as requested by the City.

JMM-9 Implement Mitigation Measure JMM-7.

Modified Mitigation Measures

None Required.

New Mitigation Measures

None Required.

3.19 Wildfire

The following includes a discussion of the previous impacts identified in the 2002 EIR, the impacts associated with the proposed project, and a description of the mitigation measures applicable to the proposed project related to wildfire.

3.19.1 Summary of Wildfire Impacts from 2002 EIR

The 2002 EIR did not include a chapter designated to wildfire; however, impacts related to wildland fire risk were included within the Public Safety and Hazards chapter, and impacts related to fire suppression services were included within the Public Services chapter. As discussed in Section 3.9.1 of this Addendum, above, implementation of the Northwest Rocklin Annexation Project was determined to increase the potential for wildland fires and create emergency ingress/egress problems, resulting in a potentially significant impact. The 2002 EIR identified Mitigation Measures LMM-3(a) through LMM-3(c) to reduce impacts, in addition to five required measures related to potential fire hazards and emergency ingress/egress. Implementation of such

measures would reduce impacts related to wildland fires and emergency ingress/egress to a less-than-significant level.

Implementation of the Northwest Rocklin Annexation Project, in combination with future buildout in the City of Rocklin, was determined to result in a potentially significant impact related to increasing the number of people exposed to hazards associated with wildland fires. Implementation of Mitigation Measure LMM-5, which simply requires implementation of Mitigation Measure LMM-3, would reduce impacts to a less-than-significant level.

As discussed in Section 3.15.1 of this Addendum, above, the Northwest Rocklin Annexation Project was determined to significantly increase demand for fire protection/suppression services and emergency services, resulting in a significant impact. The 2002 EIR identified Mitigation Measures KMM-3(a) and KMM-3(b), in addition to two measures requiring compliance with the City of Rocklin Construction Tax and the Uniform Fire Code, reducing impacts to a less-than-significant level. Implementation of the Northwest Rocklin Annexation Project could result in the placement of residences farther than the two-road mile service area of the closest fire station. Impacts would be lowered to a less than significant level with Mitigation Measure KMM-4. The project could also result in residential development occurring upon terrain where slopes reduce acceptable fire access for suppression activities, and would require Mitigation Measure KMM-5 to reduce impacts to a less-than-significant level. Additionally, the Northwest Rocklin Annexation Project could result in deficiencies within the City of Rocklin Fire Department's emergency Radio Communication System, and would require Mitigation Measure KMM-6 to lower impacts to below a level of significance. The Northwest Rocklin Annexation Project, in combination with future development in the City, was also found to create a significant demand for additional fire protection and emergency services, resulting in a significant impact. However, the 2002 EIR identified Mitigation Measure KMM-7 (which simply requires implementation of Mitigation Measure KMM-3(b)), in addition to two measures requiring compliance with the City of Rocklin Construction Tax and the Uniform Fire Code, which would reduce impacts to a less-than-significant level. Impacts to fire protection and emergency services would be less-than-significant with mitigation.

3.19.2 Wildfire Impacts Associated with Proposed Project

According to the CAL FIRE Fire and Resource Assessment Program, the project site is not located within or near a SRA or lands classified as a Very High Fire Hazard Severity Zone (VHFHSZ).[23]

The site does not include any slopes and is generally surrounded by existing development. The developed nature of the area surrounding the project site discourages the spread of wildfire to the site. In addition, the area of disturbance associated with the proposed project would not extend beyond the boundaries of the overall Northwest Rocklin Annexation Area analyzed in the 2002 EIR. Furthermore, development of the proposed project would include the installation of fire suppression systems (e.g., fire hydrants, fire sprinklers, smoke detectors) and would be designed in accordance with the latest requirements of the California Fire Code. Thus, the proposed project would not result in any additional impacts related to wildfire beyond what was anticipated for the Northwest Rocklin Annexation Project. In addition, the proposed project would be required to comply with all applicable mitigation measures included in the 2002 EIR.

Given the above, the proposed project would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to wildfire.

[23] California Department of Forestry and Fire Protection. *Map of CAL FIRE's Fire Hazard Severity Zones in Local Responsibility Areas – Rocklin*. Available at: https://egis.fire.ca.gov/FHSZ/. Accessed August 2023.

3.19.3 Wildfire Mitigation Measures

The following presents the mitigation measures applicable to the proposed project related to wildfire.

Prior Mitigation Measures

Mitigation Measures KMM-3(b), KMM-5 through KMM-7, LMM-3(b), LMM-3(c), and LMM-5 from the 2002 EIR remain applicable to the proposed project and are provided below. The proposed project would also adhere to the applicable required measures (REQ-MM) from the 2002 EIR related to fire hazard prevention, which are also provided below. All other mitigation measures included in the 2002 EIR related to wildfire contain requirements for the City to implement on a plan-wide level, or are related to areas of the Northwest Rocklin Annexation Area located within an SRA. Such measures are not applicable to the proposed project, and, therefore, have been omitted from this Addendum.

KMM-3(b) The City and project applicant shall analyze the cost of fire protection and emergency medical response associated with the project and develop a funding mechanism to offset any shortfall.

KMM-5 Where residential dwellings are developed, all portions of the exterior first floor shall be within 150 feet of the public right-of-way. Structures not capable of meeting this requirement shall be considered a special hazard and fire sprinkler systems shall be installed. This mitigation measure shall be implemented at the time of approval of the Building Permits.

KMM-6 The project applicant shall install Radio Repeater towers as needed within the project site. Specific sites will be determined by the Fire Department, in conjunction with design review approvals.

KMM-7 Implement Mitigation Measure KMM-3(b).

LMM-3(c) Implement Mitigation Measure KMM-5.

LMM-5 Implement Mitigation Measure LMM-3.

REQ-MM Fire Flow requirements shall be met.

REQ-MM All roofs shall be fire resistive – Class-A type.

REQ-MM Development of the site shall be carried out in accordance with RFD rules and regulations and the Uniform Fire & Building Code Regulations adopted by the City of Rocklin.

REQ-MM The project applicant shall comply with the provisions of the City of Rocklin Construction Tax (Section 3.16 of the Rocklin Municipal Code), for the acquisition and development of parks, open space, bike trails, public buildings, and fire equipment needed as a result of increased development within the City. This mitigation measure to be implemented at the time of Building permit issuance.

REQ-MM The project applicant shall comply with the provisions of the Uniform Fire Code (adopted as Chapter 15.04 of the Rocklin Municipal Code). This mitigation measure to be implemented at the time of Building permit issuance.

Modified Mitigation Measures

None Required.

New Mitigation Measures

None Required.

4.0 CEQA DETERMINATION

On the basis of this Addendum:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the applicant. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☒ As demonstrated in this Addendum, the City has determined that the proposed modified project does not present a legal or evidentiary basis for the preparation of a Supplemental or Subsequent EIR pursuant to State CEQA Guidelines Sections 15162 and that an Addendum to the 2002 EIR, pursuant to State CEQA Guidelines Section 15164, is the appropriate environmental document for the proposed project.

Signature	Date
David Mohlenbrok, Community Development Director Printed Name	City of Rocklin For

5.0 REFERENCES

The following documents are referenced information sources used for the purpose of this Addendum:

1. CalEPA. *Cortese List Data Resources*. Available at: https://calepa.ca.gov/sitecleanup/corteselist/. Accessed August 2023.
2. California Department of Forestry and Fire Protection. *Map of CAL FIRE's Fire Hazard Severity Zones in Local Responsibility Areas – Rocklin*. Available at: https://egis.fire.ca.gov/FHSZ/. Accessed August 2023.
3. California Department of Transportation. *California State Scenic Highway System Map*. Available at: https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aacaa. Accessed August 2023.
4. City of Rocklin. *Addendum to the Final Environmental Impact Report – Northwest Rocklin Annexation (Sunset Ranchos).* 2008.
5. City of Rocklin. *Northwest Rocklin Annexation (Sunset Ranchos) Environmental Impact Report (SCH #99102012).* March 20, 2002.
6. City of Rocklin. *Northwest Rocklin General Development Plan Amendment.* October 2019.
7. Department of Conservation. *California Important Farmland Finder.* Available at: https://maps.conservation.ca.gov/DLRP/CIFF/. Accessed August 2023.
8. Department of Toxic Substances Control. *Hazardous Waste and Substances Site List (Cortese).* Available at: https://www.envirostor.dtsc.ca.gov/public/. Accessed August 2023.
9. ECORP Consulting, Inc. *Cultural Resources Inventory Report for the University Avenue Apartments Project.* November 2023.
10. Esri. *Esri Community Profile – City of Rocklin.* January 4, 2023.
11. FEMA. *FEMA Flood Map Service Center.* Available at: https://msc.fema.gov/portal/home. Accessed August 2023.
12. Geocon Consultants, Inc. *Geotechnical Investigation - William Jessup University Proposed Multi-Family Development, University Avenue, Rocklin, California.* March 2023.
13. Goecon Consultants, Inc. *Phase I Environmental Site Assessment - William Jessup University Apartments, University Avenue, Rocklin, California.* November 2022.
14. Illingworth and Rodkin, Inc. *Environmental Noise Assessment – University Avenue Apartments, Rocklin, CA.* September 25, 2023.
15. Kimley-Horn, *Trip Generation for University Avenue Apartments*, Nov 2023.
16. Madrone Ecological Consulting. *Aquatic Resources Delineation Report – University Avenue Apartments.* January 2023.
17. Madrone Ecological Consulting. *Biological Resources Assessment – University Avenue Apartments.* February 2024.
18. Placer County Water Agency. *2020 Urban Water Management*. June 3, 2021.
19. State Water Resources Control Board. *GeoTracker.* Available at: https://geotracker.waterboards.ca.gov/map/?myaddress=California&from=header&cqid=8858350455. Accessed August 2023.
20. U.S. Census Bureau. *QuickFacts: Rocklin city, California.* Available at: https://www.census.gov/quickfacts/fact/table/rocklincitycalifornia,US/PST045222. Accessed August 2023.
21. U.S. Environmental Protection Agency. *Nonattainment and Unclassifiable Area Designations for the 2015 Ozone Standards*. April 30, 2018.
22. Ubora Engineering & Planning, Inc. *Stormwater Control Plan for a Regulated Project: University Ave Apartments.* April 4, 2023.

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN APPROVING AN AMENDMENT TO THE GENERAL PLAN OF THE CITY OF ROCKLIN TO CHANGE THE LAND USE DESIGNATION OF APPROXIMATELY 0.41 ACRE OF A 12.72 ACRE SITE FROM RECREATION CONSERVATION (R-C) TO MIXED USE (MU)

(University Avenue Apartments / GPA2023-0001)

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council of the City of Rocklin finds and determines that:

A. This General Plan Amendment (GPA2023-0001) changes the City of Rocklin's Land Use Diagram for approximately 0.41-acre of a 12.72-acre project site consisting of Assessor's Parcel Numbers (APNs) 017-276-005 and -006 from Recreation Conservation (R-C) to Mixed Use (MU) to accommodate a portion of a multifamily project. The site is within the Northwest Rocklin Annexation Area.

B. The City Council has considered the effect of the approval of this general plan amendment on the housing needs of the region, and balanced those needs against the public service needs of its residents and available fiscal and environmental resources. The project would convert approximately 0.41-acre of a larger 12.72-acre site in order to accommodate a portion of a multifamily project which would increase the housing availability of the region on a site which has been previously anticipated for urban development.

C. The land uses and circulation allowed by the proposed amendment are consistent with and implement the goals and policies of the Rocklin General Plan, including the Housing Element. The General Plan Amendment would convert approximately 0.41-acre of property to be consistent with the General Plan designation to the south and would allow for development of housing on the entire property, consistent with the goals and policies of the Rocklin General Plan and Housing Element.

D. The area is physically suited for the land uses allowed by the proposed amendment in terms of topography and availability of services. The site is relatively flat and is currently vacant. The 0.41-acre portion of the site currently designated R-C includes vernal pools; however, the vernal pools are not deep enough to support vernal pool tadpole shrimp. The project has been conditioned to comply with all applicable regulatory requirements mitigate for these vernal pools and other wetland resources on the project site. The site supports native and non-native grasses. All utilities and other services are available and located within close proximity to the site.

E. The land uses allowed by the proposed amendment are compatible with land uses existing and permitted on properties in the vicinity, providing the properties are

developed in accordance with the policies and requirements of the Rocklin General Plan and applicable zoning and subdivision ordinances. The amendment changes the land use designation for the 0.41-acre portion of the site from R-C to MU to accommodate the construction of a multifamily housing project on the remainder of the site.

F. The land uses allowed by the proposed amendment, and their density and intensity, are not likely to create serious health problems or nuisances on properties in the vicinity. The proposed MU land use is consistent with the surrounding MU designation to the south.

G. The Planning Commission of the City of Rocklin unanimously (5-0) recommended the General Plan Amendment for approval on December 3, 2024

Section 2. The University Avenue Apartments Project Addendum to the Northwest Rocklin Annexation Area Environmental Impact Report (EIR) and associated First Addendum, prepared pursuant to Section 15164 of the California Environmental Quality Act (CEQA) Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, verified that the project will have no impacts beyond those identified in the EIR and associated First Addendum and therefore has been approved via Resolution No.__

Section 3. The City Council of the City of Rocklin hereby approves General Plan Amendment (GPA2023-0001), as shown in Exhibit A, attached hereto and by this reference incorporated herein.

Section 4. Effective Date. This Resolution will become effective 30 days after City Council approval.

PASSED AND ADOPTED this 14th day of January, 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

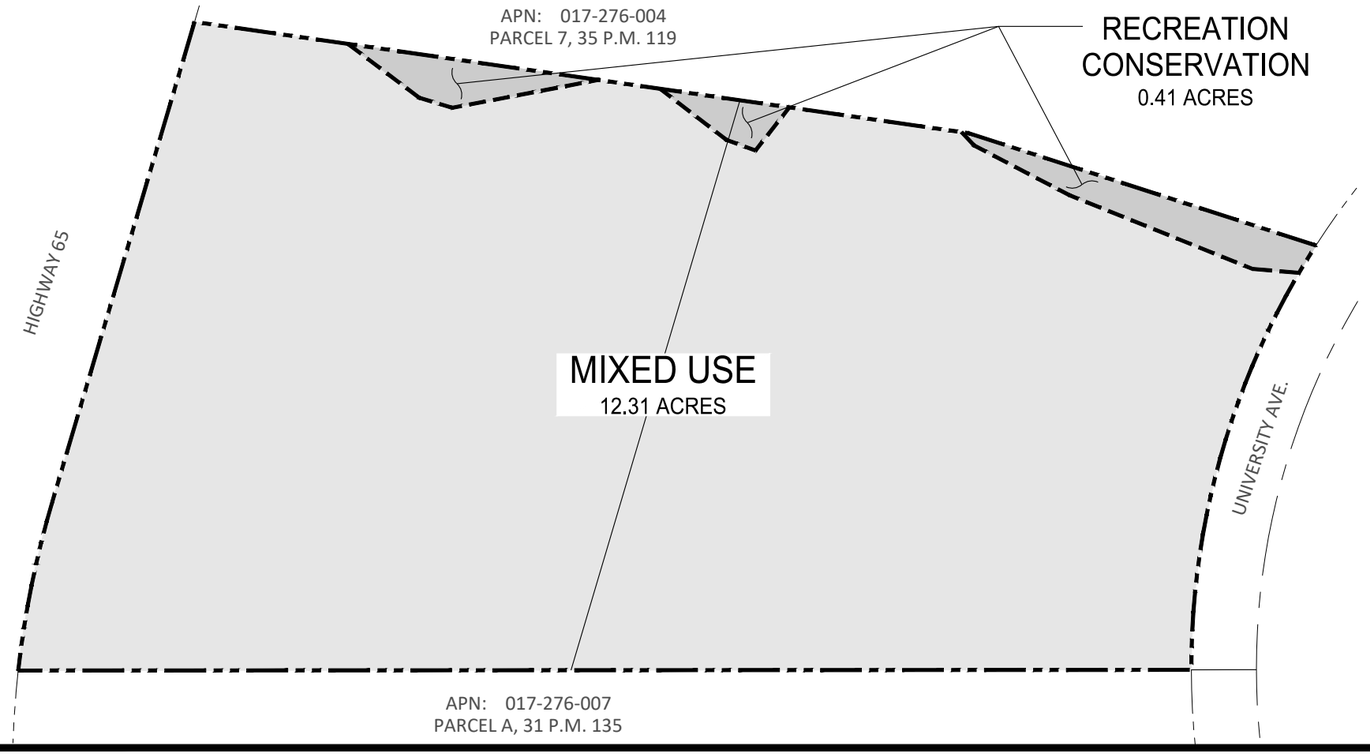
ABSTAIN: Councilmembers:

_____
Jill Gayaldo, Mayor

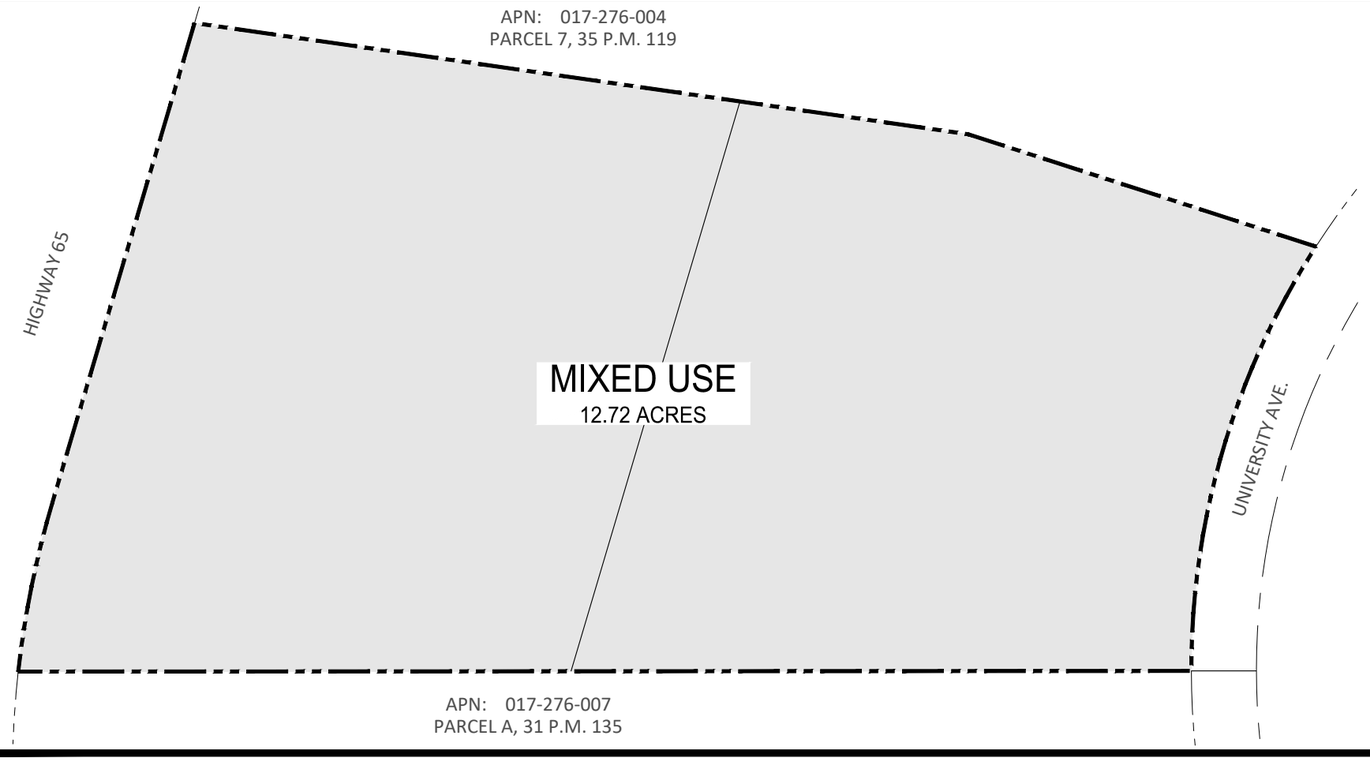
ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A
UNIVERSITY AVENUE APARTMENTS
GPA2023-0001



EXISTING
GENERAL PLAN



PROPOSED
GENERAL PLAN

UNIVERSITY AVENUE APARTMENTS
GENERAL PLAN AMENDMENT EXHIBIT
APRIL 2023

GENERAL PLAN DESIGNATION	ACREAGE	
	EXISTING	*PROPOSED*
MIX USED	12.31	12.72
RECREATION - CONSERVATION	0.41	0
TOTAL	12.72	12.72

EXHIBIT A
GPA2023-0001

UBORA *ENGINEERING & PLANNING*
"EXCELLENCE"
2901 DOUGLAS BOULEVARD, SUITE 285
ROSEVILLE, CA 95661 (916) 780-2500

ORDINANCE NO.

ORDINANCE OF THE COUNCIL OF THE CITY OF ROCKLIN AMENDING THE NORTHWEST ROCKLIN GENERAL DEVELOPMENT PLAN AND REZONING 12.72 ACRES FROM PLANNED DEVELOPMENT LIGHT INDUSTRIAL AND OPEN SPACE TO PLANNED DEVELOPMENT RESIDENTIAL 22 UNITS PER ACRE MINIMUM (PD-22+)

(University Avenue Apartments / PDG2023-0004, Z2023-0003)

The City Council of the City of Rocklin does ordain as follows:

Section 1. Findings. The City Council of the City of Rocklin finds and determines that:

A. The proposed general development plan amendment and rezone would amend the Northwest Rocklin General Development Plan Map and the City-wide Zoning Map to rezone a 12.72-acre project site, consisting of Assessor's Parcel Numbers (APNs) 017-276-005 and -006, from a combination of Planned Development Light Industrial (PD-LI) on 12.31 acres and Open Space (OS) on 0.41 acre to Planned Development Residential 22 Units Per Acre Minimum (PD-22+).

B. The proposed general development plan amendment and rezone are compatible with the concurrently proposed general plan amendment and the land uses existing and permitted on the properties in the vicinity. The general plan amendment (GPA2023-0001) proposes to redesignate the land use on the 0.41-acre portion of the site from Recreation-Conservation (R-C) to Mixed Use (MU), consistent with the MU designation of the 12.31-acre remainder.

C. The general development plan amendment and rezone would not create serious health problems or create nuisances on properties in the vicinity. The project site is proposed for construction of a 324-unit multifamily residential project, consistent with the MU general plan designation.

D. The City Council has considered the effect of the proposed general development plan amendment and rezone on the housing needs of the region and has balanced those needs against the public service needs of its residents and available fiscal and environmental resources. The project would convert the 12.72-acre site to PD-22+, which would facilitate construction of a 324-unit apartment project at a density of approximately 25.5 dwelling units per acre. The project site has remained vacant and underutilized as a PD-LI site for decades. The construction of these residential units would increase housing availability.

E. The area is physically suited to the uses authorized in the proposed general development plan and rezone. The project site is largely flat and is currently

vacant. The project site contains a total of approximately 0.237-acre of vernal pools, seasonal wetlands, and seasonal wetland swales. The project has been conditioned to comply with all applicable regulatory requirements to mitigate for these wetlands. All utilities and other services are available and located within close proximity to the site.

F. The proposed general development plan amendment and rezone are compatible with the land uses existing and permitted on the properties in the vicinity. The project is in close proximity to Jessup University and several existing and approved single and multi-family residential projects.

G. The land uses, and their density and intensity, allowed in the proposed general development plan amendment and rezone are not likely to create serious health problems or create nuisances on properties in the vicinity. The proposed PD-22+ zoning would create housing for the area, consistent with the approved residential project directly to the south.

H. The Planning Commission of the City of Rocklin unanimously (5-0) recommended the project for approval on December 3, 2024

Section 2. Authority. The City Council enacts this Ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution.

Section 3. Amendment to General Development Plan. The Northwest Rocklin General Development Plan is hereby amended to rezone a 12.72-acre project site, consisting of Assessor's Parcel Numbers (APNs) 017-276-005 and -006, from a combination of Planned Development Light Industrial (PD-LI) on 12.31 acres and Open Space (OS) on 0.41 acre to Planned Development Residential 22 Units Per Acre Minimum (PD-22+), as included in Exhibit A.

Section 4. Amendment to Zoning Map. The Citywide Zoning Map is hereby amended to modify the zoning designation for a 12.72-acre project site, consisting of Assessor's Parcel Numbers (APNs) 017-276-005 and -006, from a combination of Planned Development Light Industrial (PD-LI) on 12.31 acres and Open Space (OS) on 0.41 acre to Planned Development Residential 22 Units Per Acre Minimum (PD-22+), as included in Exhibit B.

Section 5. Severability. If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have adopted the Ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

Section 6. Environmental. The proposed University Avenue Apartments project, including its related land use entitlements, was analyzed as required by the California Environmental Quality Act (CEQA) as a part of the University Avenue Apartments Project Addendum to the Northwest Rocklin Annexation Area Environmental Impact Report (EIR) and associated First Addendum, approved and certified by City Council Resolutions No. 2002-230 and 2008- 252, respectively. Pursuant to Public Resources Code Section 21166 and Section 15162 of California Code of Regulations, Title 14, Division 6, Chapter 3 (CEQA Guidelines), no further environmental review of the University Avenue Apartments project is required, nor should be conducted, since the project is within the scope of the Northwest Rocklin Annexation Area EIR and associated First Addendum, which adequately describe these activities for purposes of CEQA for the following reasons:

A. No new significant environmental effects nor any substantial increase in the severity of previously identified significant effects will occur from the University Avenue Apartments project;

B. No substantial changes occur with respect to the circumstances under which the project will be undertaken which will require major revisions of the previous EIR or Addendum due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

C. No new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR or Addendum were certified as complete shows any of the following:

i) That the project will have one or more significant effects not discussed in the previous EIR;

ii) That significant effects previously examined will be substantially more severe than shown in the previous EIR;

iii) That mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative.

iv) That mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects of the environment, but the project proponents declined to adopt the mitigation measure or alternative.

Section 7. Effective Date. This ordinance shall take effect thirty (30) days after the day of its adoption.

Section 8. Publication. Within 15 days of passage of this Ordinance, the City Clerk shall cause the full text of the ordinance, a summary of the Ordinance, or an advertisement of the Ordinance to be published in a newspaper of general circulation, with the names of those City Councilmembers voting for and against the Ordinance, in accordance with Government Code section 36933.

INTRODUCED at a regular meeting of the City Council of the City of Rocklin held on January 14, 2025, by the following vote:

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on _____, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

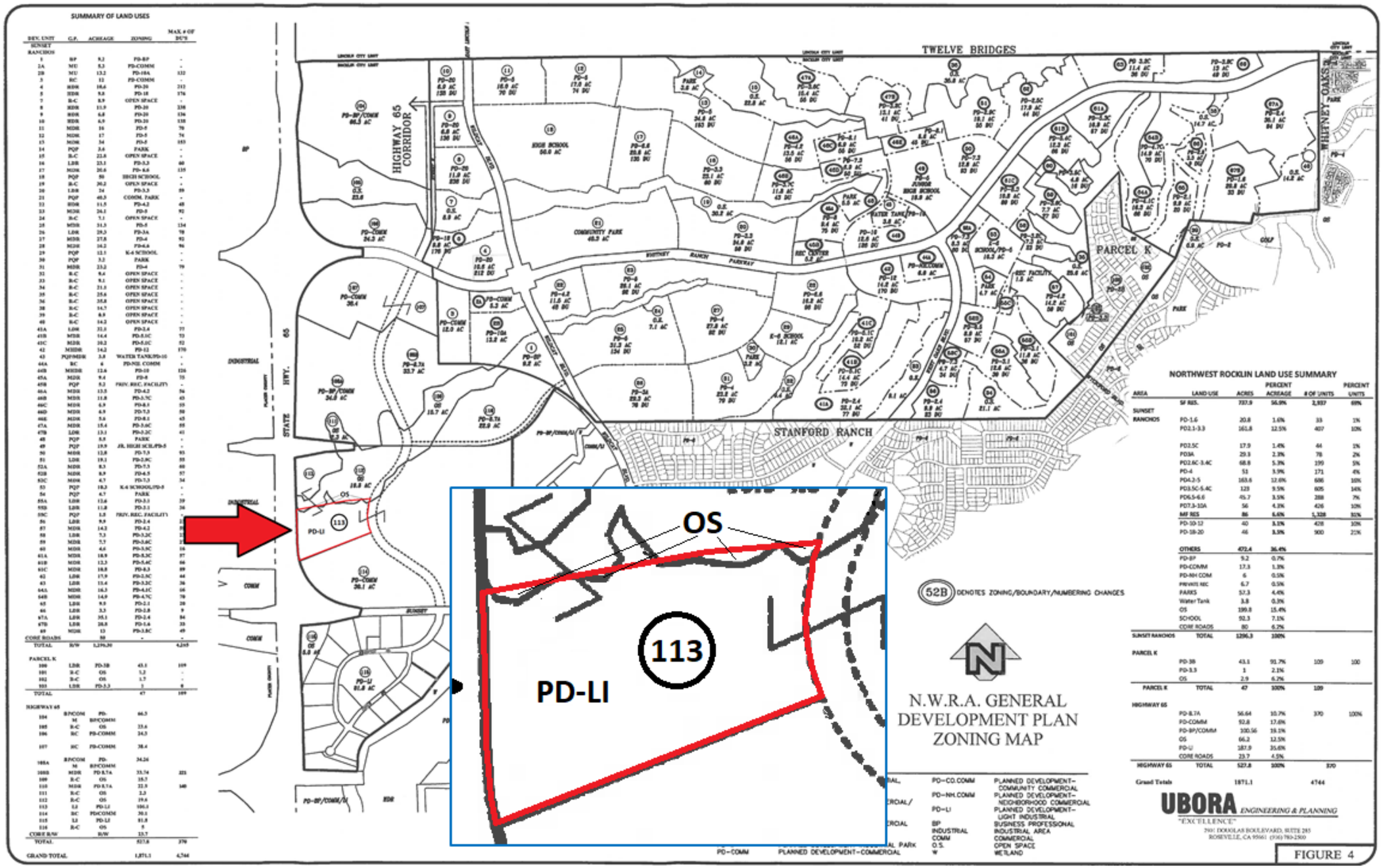
First Reading:
Second Reading:
Effective Date:

EXHIBIT A – AMENDMENT TO GENERAL DEVELOPMENT PLAN

University Avenue Apartments
Northwest Rocklin General Development Plan and Zoning Amendment
PDG2023-0004, Z2023-0003

EXHIBIT A
PDG2023-00004 & Z2023-0003

Existing Northwest Rocklin General Development Plan Zoning Map



SUMMARY OF LAND USES

DEV. UNIT	G.P.	ACREAGE	ZONING	MAX. # OF DU'S
SUNSET RANCHOS				
1	BP	9.2	PD-BP	-
2A	MU	8.3	PD-COMM	-
2B	MU	13.2	PD-18A	132
3	RC	11	PD-COMM	-
4	HDR	18.6	PD-20	212
5	HDR	9.8	PD-18	176
7	R-C	8.9	OPEN SPACE	-
8	HDR	11.9	PD-20	238
9	HDR	6.8	PD-20	136
10	HDR	6.9	PD-20	138
11	MDR	16	PD-5	78
12	MDR	17	PD-5	74
13	MDR	34	PD-5	163
14	PQP	3.6	PARK	-
15	R-C	22.8	OPEN SPACE	-
16	LDR	23.1	PD-3.3	60
17	MDR	20.6	PD- 6.6	135
18	PQP	50	HIGH SCHOOL	-
19	R-C	26.2	OPEN SPACE	-
20	LDR	24	PD-3.3	89
21	PQP	48.3	COMM. PARK	-
22	HDR	11.5	PD-4.2	48
23	MDR	24.1	PD-5	92
24	R-C	7.1	OPEN SPACE	-
25	MDR	31.3	PD-5	134
26	LDR	29.3	PD-3A	78
27	MDR	17.8	PD-4	92
28	MDR	16.2	PD-6.6	96
29	PQP	12.1	K-6 SCHOOL	-
30	PQP	3.2	PARK	-
31	MDR	23.2	PD-4	79
32	R-C	9.4	OPEN SPACE	-
33	R-C	9.1	OPEN SPACE	-
34	R-C	21.3	OPEN SPACE	-
35	R-C	25.6	OPEN SPACE	-
36	R-C	35.8	OPEN SPACE	-
38	R-C	14.7	OPEN SPACE	-
39	R-C	8.9	OPEN SPACE	-
40	R-C	14.3	OPEN SPACE	-
41A	LDR	33.1	PD-3.4	77
41B	MDR	14.4	PD-5.1C	72
41C	MDR	10.2	PD-5.1C	52
42	MDHR	14.2	PD-12	170
43	PQP/MDR	3.8	WATER TANK/PD-10	-
44A	RC	6	PD-NH. COMM	-
44B	MHDR	12.6	PD-18	226
45A	MDR	9.4	PD-5	72
45B	PQP	8.2	PRIV. REC. FACILITY	-
46A	MDR	13.5	PD-6.2	56
46B	MDR	11.8	PD-3.7C	63
46C	MDR	6.9	PD-8.1	55
46D	MDR	6.9	PD-7.3	50
46E	MDR	5.6	PD-8.1	63
47A	MDR	15.4	PD-3.6C	55
47B	LDR	13.1	PD-3.2C	41
48	PQP	8.8	PARK	-
49	PQP	19.9	JR. HIGH SCH./PD-5	-
50	MDR	12.8	PD-7.3	93
51	LDR	19.1	PD-2.9C	55
52A	MDR	8.3	PD-7.3	60
52B	MDR	8.9	PD-4.5	57
52C	MDR	4.7	PD-7.3	34
53	PQP	18.3	K-6 SCHOOL/PD-5	-
54	PQP	4.7	PARK	-
55A	LDR	13.6	PD-3.1	39
55B	LDR	11.8	PD-3.1	34
55C	PQP	1.5	PRIV. REC. FACILITY	-
56	LDR	9.9	PD-2.4	23
57	MDR	14.3	PD-4.2	60
58	LDR	7.3	PD-3.2C	23
59	MDR	7.7	PD-3.6C	27
60	MDR	4.6	PD-3.5C	16
61A	MDR	18.9	PD-8.2C	57
61B	MDR	12.3	PD-5.4C	66
61C	MDR	18.8	PD-8.2	69
62	LDR	17.9	PD-2.5C	44
63	LDR	13.4	PD-3.2C	26
64A	MDR	16.3	PD-4.1C	66
64B	MDR	14.9	PD-4.7C	70
65	LDR	9.5	PD-2.1	20
66	LDR	3.3	PD-1.8	9
67A	LDR	35.1	PD-2.4	84
67B	LDR	28.8	PD-3.4	33
69	MDR	13	PD-3.8C	49
CORE ROADS		80	-	-
TOTAL	R/W	1,296.30	-	4,265
PARCEL K				
100	LDR	PD-3B	43.1	109
101	R-C	OS	1.2	-
102	R-C	OS	1.7	-
103	LDR	PD-3.3	1	0
TOTAL			47	109
HIGHWAY 65				
104	BP/COM M	PD-BP/COMM	66.5	
105	R-C	OS	23.6	
106	RC	PD-COMM	14.3	
107	RC	PD-COMM	38.4	
108A	BP/COM M	PD-BP/COMM	34.26	
108B	MDR	PD 8.7A	33.74	221
109	R-C	OS	18.7	
110	MDR	PD 8.7A	22.3	140
111	R-C	OS	2.3	
112	R-C	OS	19.6	
113	LI	PD-LI	100.1	
114	RC	PD/COMM	30.1	
115	LI	PD-LI	81.8	
116	R-C	OS	5	
CORE R/W		R/W	23.7	
TOTAL			527.8	370
GRAND TOTAL			1,871.1	4,744

NORTHWEST ROCKLIN LAND USE SUMMARY

AREA	LAND USE	ACRES	PERCENT ACREAGE	# OF UNITS	PERCENT UNITS
	SF RES.	737.9	56.9%	2,937	69%
SUNSET RANCHOS	PD-1.6	20.8	1.6%	33	1%
	PD2.1-3.3	161.8	12.5%	407	10%
	PD2.5C	17.9	1.4%	44	1%
	PD3A	29.3	2.3%	78	2%
	PD2.6C-3.4C	68.8	5.3%	199	5%
	PD-4	51	3.9%	171	4%
	PD4.2-5	163.6	12.6%	686	16%
	PD3.5C-5.4C	123	9.5%	605	14%
	PD6.5-6.6	45.7	3.5%	288	7%
	PD7.3-10A	56	4.3%	426	10%
	MF RES	86	6.6%	1,328	31%
	PD-10-12	40	3.1%	428	10%
	PD-18-20	46	3.5%	900	21%
	OTHERS	472.4	36.4%		
	PD-BP	9.2	0.7%		
	PD-COMM	17.3	1.3%		
	PD-NH COM	6	0.5%		
	PRIVATE REC	6.7	0.5%		
	PARKS	57.3	4.4%		
	Water Tank	3.8	0.3%		
	OS	199.8	15.4%		
	SCHOOL	92.3	7.1%		
	CORE ROADS	80	6.2%		
SUNSET RANCHOS	TOTAL	1296.3	100%		
PARCEL K					
	PD-3B	43.1	91.7%	109	100
	PD-3.3	1	2.1%		
	OS	2.9	6.2%		
PARCEL K	TOTAL	47	100%	109	
HIGHWAY 65					
	PD-8.7A	56.64	10.7%	370	100%
	PD-COMM	92.8	17.6%		
	PD-BP/COMM	100.56	19.1%		
	OS	66.2	12.5%		
	PD-U	187.9	35.6%		
	CORE ROADS	23.7	4.5%		
HIGHWAY 65	TOTAL	527.8	100%	370	
Grand Totals		1871.1		4744	

Modified Northwest Rocklin General Development Plan Zoning Map

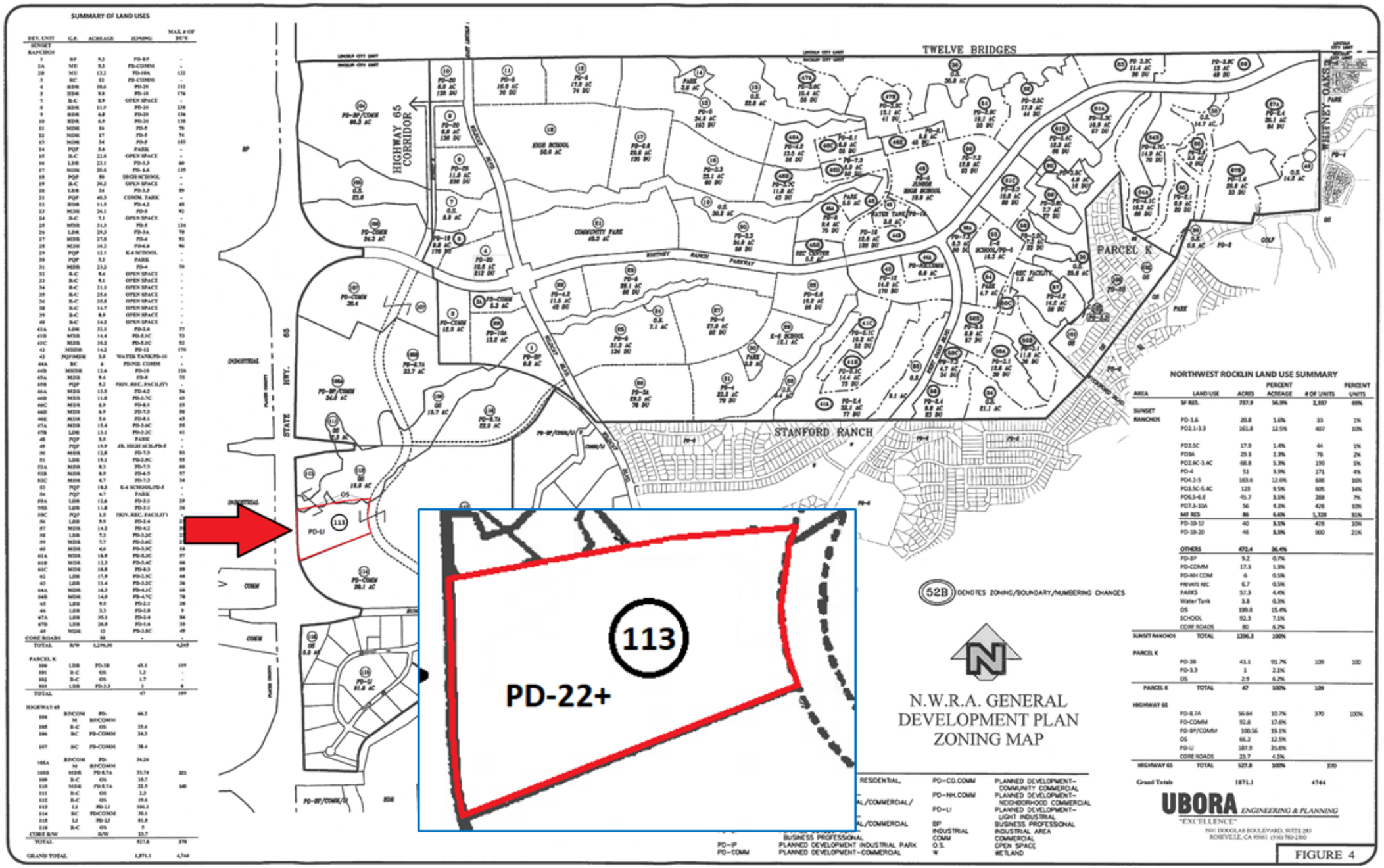
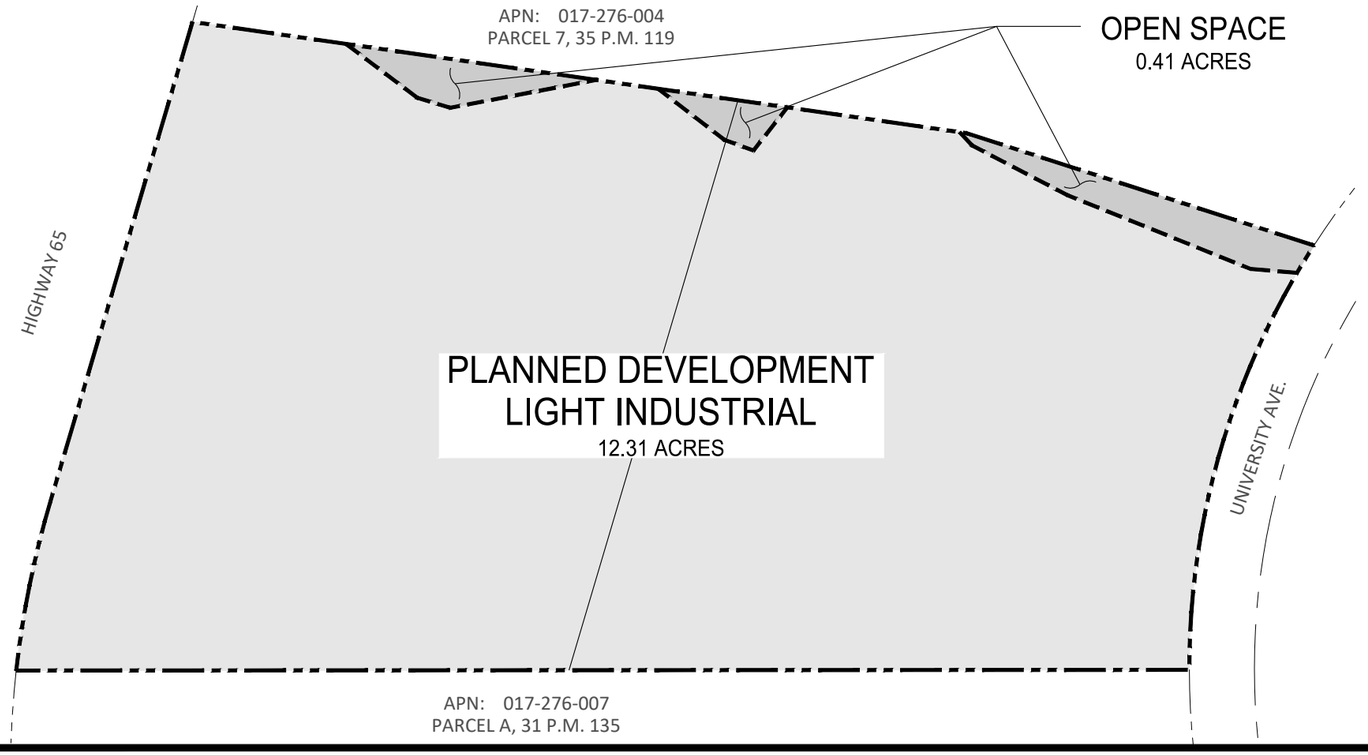
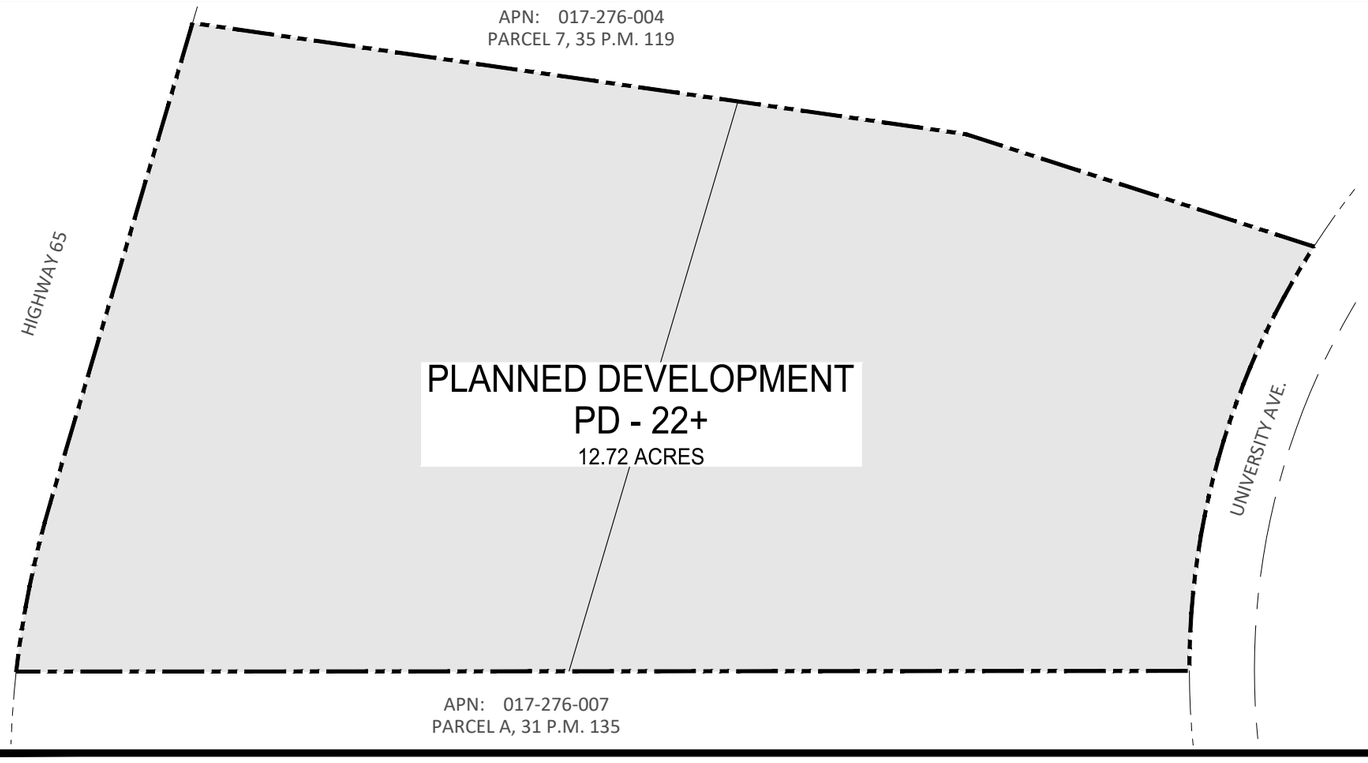


EXHIBIT B – AMENDMENT TO ZONING MAP

University Avenue Apartments
Northwest Rocklin General Development Plan and Zoning Amendment
PDG2023-0004, Z2023-0003



EXISTING ZONING



PROPOSED ZONING

UNIVERSITY AVENUE APARTMENTS
REZONE EXHIBIT
JULY 2024

ZONING DESIGNATION	ACREAGE	
	EXISTING	*PROPOSED*
PLANNED DEVELOPMENT - LIGHT INDUSTRIAL	12.31	0
PLANNED DEVELOPMENT - PD-22+	0	12.72
OPEN SPACE	0.41	0
TOTAL	12.72	12.72

EXHIBIT B
PDG2023-0004 &
Z2023-0003

UBORA *ENGINEERING & PLANNING*
"EXCELLENCE"
2901 DOUGLAS BOULEVARD, SUITE 285
ROSEVILLE, CA 95661 (916) 780-2500

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN APPROVING A DESIGN REVIEW

(University Avenue Apartments / DR2023-0006)

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council of the City of Rocklin finds and determines that:

A. The Design Review (DR2023-0006) approves the site design, landscaping, architectural designs, colors and materials for the University Avenue Apartments project; a 324-unit apartment community on 12.72 total acres. The site consists of two (2) parcels, designated as Assessor's Parcel Numbers (APNs) 017-276-005 and -006.

B. The Project would provide 17 out of 324 units (5 percent) as very low income households with income less than 50 percent of the Area Median Income (AMI), as further specified in the conditions of approval.

C. The University Avenue Apartments Project Addendum to the Northwest Rocklin Annexation Area Environmental Impact Report (EIR) and associated First Addendum, prepared pursuant to Section 15164 of the California Environmental Quality Act ("CEQA") Guidelines, California Code of Regulations, Title 14, Division 6, Chapter 3, verified that the project will have no impacts beyond those identified in the EIR and subsequent First Addendum and therefore has been approved via Resolution No. _____.

D. The design of the site is compatible with the surrounding development, natural features, constraints, and traffic flow. The architectural design, colors and materials, and landscaping of the proposed multifamily complex is consistent with the approved but not yet constructed residential project to the south and with Jessup University to the east. The architectural design of the site will have no impact to natural features within the area or traffic flow.

E. The height, bulk, area, color scheme and materials of the buildings and structures are compatible with surrounding development. Pursuant to the Northwest Rocklin General Development Plan, the Planned Development Residential 22 Dwelling Units Per Acre Minimum (PD-22+) zoning district allows for a maximum building height of 50 feet. The structures are proposed with a maximum height of approximately 33 feet to the roof and 40 feet to the parapet. Colors and materials have been selected to be compatible with the neighboring project, and to be consistent with the Citywide Design Guidelines and the University Architectural District.

F. The buildings and structures have been oriented with consideration given to minimizing energy consumption and maximizing use of natural lighting. The project

design incorporates sustainable features consistent with the California Green Building Standards Code ("CALGreen"). The project provides electric vehicle charging spaces consistent with CALGreen. The project shall be consistent with all California Building Code requirements. The project is consistent with the style, type, and orientation of lighting with nearby multifamily residential complexes, as well as with the requirements of the Citywide Design Guidelines.

G. Parking is consistent with State Density Bonus Law requirements. The project provides 122 more parking spaces than required by applicable State Density Bonus Law requirements. The Design Review includes approval of a Density Bonus Concession, consistent with California Government Code Section 65915 and Rocklin Municipal Code Chapter 17.96, allowing the project to deviate from the development standard outlined in Rocklin Municipal Code (RMC) 17.66.050.A, which requires one covered parking space per unit, subject to affordability components.

H. The landscaping design is compatible with surrounding developments and has been designed with provisions for minimizing water usage and maintenance needs. The landscaping is also consistent with the requirements of the Citywide Design Guidelines. The landscape concept is water-efficient, low maintenance, and will complement the buildings and make a positive contribution to the site's overall aesthetics. Low-profile shrubs, including screening shrubs, are planned along with shade and canopy trees. The planting design features various drought-tolerant, and fire-resistant species to create layers of color and texture to complement the architectural style and setting. HVAC units will be roof-mounted and screened from sight to create more areas for landscaping.

I. The design of the site and buildings or structures is consistent with the goal and policies of the General Plan, as well as the Mixed Use (MU) land use designation, the PD-22+ zoning within the Northwest Rocklin General Development Plan, and all other City regulations, standards, and restrictions. The buildings are consistent with the Citywide Design Guidelines and have been designed to be consistent with all development standards of the University Architectural District. The location of signs and graphics is consistent with requirements of the Rocklin Municipal Code and would not obstruct visibility.

J. The Architectural Review Committee (ARC) voted 4-0 (one committee member absent) to recommend the project architecture for approval on June 20, 2024.

K. The Planning Commission of the City of Rocklin voted 5-0 to recommend the Design Review for approval on December 3, 2024

Section 2. The Design Review for the University Avenue Apartments (DR2023-0006) as depicted in Exhibit A attached hereto and by this reference incorporated herein, is hereby recommended for approval subject to the conditions listed below. The approved Exhibit A shall govern the design and construction of the project. Any condition directly addressing an element incorporated into Exhibit A shall

be controlling and shall modify Exhibit A. All other plans, specifications, details, and information contained within Exhibit A shall be specifically applicable to the project and shall be construed as if directly stated within the conditions for approval. Unless otherwise expressly stated, the applicant / developer shall be solely responsible for satisfying each condition prior to a final Building Permit Inspection or Issuance of a Certificate of Occupancy as applicable. The agency and / or City department(s) responsible for ensuring implementation of each condition is indicated in parenthesis with each condition.

B. Conditions

1. Conditions Matrix

Prior to or concurrently with the submittal of improvement plans, the applicant shall provide a Conditions Matrix, which addresses when and how each of the required conditions of approvals and mitigation measures will be completed.

2. Utilities

a. All utilities, including but not limited to water, sewer, telephone, gas, electricity, and conduit for cable television shall be provided to the project in compliance with all-applicable standards and requirements of the applicable provider. (APPLICABLE UTILITY)

b. Solid Waste Disposal – The applicant shall install masonry trash enclosures with solid metal gates to the satisfaction of the Community Development Director. The location and design of trash enclosures shall provide for a minimum clear width and gate opening of 11 feet, a minimum interior depth of 14 feet (to accommodate two trash bins), and gates designed to clear adjacent curbing to the satisfaction of Recology Auburn Placer. (RECOLOGY AUBURN PLACER, ENGINEERING, BUILDING, PLANNING)

c. Prior to issuance of improvement plans, the project shall obtain necessary easements, on- and off-site, as required to accommodate water services, to the satisfaction of Placer County Water Agency (“PCWA”). (PCWA)

d. Prior to issuance of improvement plans, the project shall obtain necessary easements, on- and off-site, as required to accommodate sewer services, to the satisfaction of South Placer Municipal Utility District (“SPMUD”). (SPMUD)

3. Payment of Northwest Rocklin Reimbursement Allocations

Prior to issuance of the first building permit, the developer shall pay all remaining subdivider and builder reimbursement obligations associated with the subject property, consistent with the most current version of the Northwest Rocklin

Annexation Area Public Facilities Financing Plan 2008 Update and Phasing Plan. (PLANNING, FINANCE)

4. Schools

At the time of issuance of a Building Permit, the developer shall pay to the Rocklin Unified School District all fees required under Education Code section 17620 and Government Code Section 65995. (ROCKLIN UNIFIED SCHOOL DISTRICT, BUILDING)

5. Fire

a. A looped fire service main, with two separate points of connection to the public water system, is required for the project. Separate shop drawings for the private fire service water main shall be submitted to Rocklin Fire Department under a separate permit for review and approval prior to installation. (FIRE)

b. The emergency vehicle access (EVA) easement shall be recorded and the EVA roadway to the Estia project to the south shall be completed prior to issuance of building permits. (FIRE)

c. All gates which cross a fire apparatus access road, including the EVA, must be electrically operated. An approved traffic pre-emption device, Knox key switch and “Click2Enter” system shall be installed on both sides of the gate. A separate building permit is required for gates. (FIRE)

d. Fire sprinkler risers for each building shall be located in a room which conforms to the requirements of the current California Fire Code and Rocklin Fire Department “Fire Control Room” standard. If a fire pump is required, the Fire Control Room shall meet the requirements for a dedicated fire pump room. (FIRE)

e. An approved “Alternate Materials or Methods of Construction Request” (AMMR) is required prior to approval of the civil improvement plans for the project. The AMMR is required due to the non-conformance of the site to meet the minimum fire access requirements found in CFC Section 503.1.1 for Buildings #3, #4, #8 and #9. The AMMR is required to document the proposed mitigation for lack of fire access by upgrading the fire sprinkler systems to full NFPA 13-compliant systems and the addition of standpipes in the building stairwells for the four buildings listed. (FIRE)

f. A Site Safety Plan which complies with the current California Fire Code is required to be approved by Rocklin Fire Department prior to permit issuance of the first building permit. (FIRE)

g. Fire Department approval of proposed address numbers, way-finding signage and unit signage for the buildings is required. Addressing for the project shall comply with the California Fire Code and Rocklin Fire Department "Premises Identification-Posting of Building Addresses" guidelines. (FIRE)

h. In order to identify accessory structures and amenities during plan review, as well as to ensure the correct building permits are issued, a Site Amenities Plan shall be submitted with each building permit submittal to the satisfaction of the Community Development Director. The Site Amenities Plan shall include, but is not limited to, features such as swimming pools, carports, light poles/fixtures, play equipment, barbecues and outdoor kitchen equipment, fences/gates, trash enclosures, outdoor furniture, shade structures, and any other similar features, and shall also show all required ADA accommodations related to the site amenities. (FIRE)

i. An Emergency Responder Radio Coverage System (ERRCS) is required for the following building types, Building B, Building C and Building D, under the Rocklin Fire Department "Emergency Responder Radio Coverage Systems" guideline as the total building area for each type exceeds 30,000 SF. If an approved ERRCS third party contractor can provide test data which determines that an ERRCS installation is not required, then the requirement may be waived by the Fire Chief. However, all buildings which are Building B, Building C or Building D types are required to install the conduit necessary to support an ERRCS installation, should one be required once testing can be completed. The conduit must be shown on the architectural plans, reviewed and approved, and inspected during construction.

   Testing of the communication coverage within the buildings is required to be conducted by an approved third-party contractor as soon as the building envelope is completed and walls are in place.

   Should testing determine that a full ERRCS installation is required, a separate permit for the ERRCS system is required to be reviewed and approved prior to installation. (FIRE)

6. <u>Improvements / Improvement Plans</u>

Prior to any grading, site improvements, or other construction activities associated with this project, improvement plans shall be prepared consistent with the exhibits and conditions incorporated as a part of this entitlement, and in compliance with all applicable city standards, for the review and approval of the City Engineer, Public Works Director and/or the Community Development Director.

Improvement plans shall be valid for a period of two years from date of approval by the City Engineer. If substantial work has not been commenced within that time, or if the work is not diligently pursued to completion thereafter, the City Engineer may require the improvement plans to be resubmitted and/or modified to reflect changes in the standard specifications or other circumstances.

The project improvement plans shall include the following:
(ENGINEERING, PUBLIC WORKS, PLANNING)

a. A detailed grading and drainage plan prepared by a registered civil engineer, in substantial compliance with the approved project exhibit(s) and in accord with the City of Rocklin Post-Construction Manual. The grading and drainage plan shall include the following:

1) Stormwater Management

a. Prior to issuance of improvement plans, to ensure compliance with the National Pollutant Discharge Elimination System MS4s General Permit and the regulations and orders of the State Water Resources Control Board, the applicant shall prepare and implement an approved Stormwater Control Plan and Stormwater Management Facility Operation and Maintenance Plan in accordance with the City of Rocklin Post-Construction Manual for the on-site treatment systems and hydromodification controls (if any, or acceptable alternative) to the satisfaction of the City Engineer and Public Services Department. All specified treatment systems and hydromodification controls shall be privately owned and maintained. (BUILDING, PUBLIC WORKS)

b. Unless an alternative timeline is agreed upon or the requirement is waived by the City Engineer and the Environmental Services Division, prior to issuance of improvement plans, the developer shall grant a Stormwater Management Compliance Easement over the project site to the City of Rocklin, in a form acceptable to the City Attorney. The Stormwater Management Compliance Easement shall be recorded with the Placer County Clerk’s office and a copy of the recorded document shall be provided to the Environmental Services division. Said easement shall provide for the following: (CITY ATTORNEY, BUILDING, PUBLIC WORKS)

i. Grant site access to City employees for the purpose of performing operations and maintenance inspections of the installed treatment system(s) and hydromodification control(s) (if any).

ii. Grant site access to City employees for the purpose of performing operations and maintenance work on the installed treatment system(s) and hydromodification control(s) (if any) in the event that that the Director of Public Works determines, based upon the inspection results, that said work is not being performed adequately and has or will compromise the system's ability to function as required.

iii. A statement that the City may, at its option, cause the operational and maintenance responsibilities set forth in the Stormwater Management Facility Operation and Maintenance Plan to be performed and place a special assessment against the project site to recover the costs to the City in the event the project is not operated and maintained in accord with the approved Stormwater Management Facility Operation and Maintenance Plan. (RMC §8.30.150).

c. All storm drainage inlets shall be stamped with City Engineer approved wording indicating that dumping of waste is prohibited and identifying that the inlets drain into the creek system.

d. Drainage management areas including drainage features, such as lined drainage swales.

e. Project drainage and stormwater treatment shall be provided consistent with the Northwest Rocklin Master Drainage Plan. Project drainage shall be collected and treated prior to discharging to the applicable basin, to the satisfaction of the City Engineer and Public Works Department.

2) Prior to the commencement of grading operations, and if the project site will not balance with respect to grading, the contractor shall identify the site where any excess earthen material shall be deposited. If the deposit site is within the City of Rocklin, the contractor shall submit a report issued by a technical engineer to verify that the exported materials are suitable for the intended fill and show proof of all approved grading plans. Haul routes to be

used shall be specified. If the site requires importing of earthen material, then prior to the commencement of grading operations, the contractor shall identify the site where the imported earthen material is coming from and the contractor shall submit a report issued by a technical engineer to verify that the imported materials are suitable for the intended fill and show proof of all approved grading plans. Haul routes to be used shall be specified.

3) If at any time during the course of grading or construction activities evidence of the existence of old wells, septic systems or other similar features or any other evidence of soil and/or groundwater contamination with hazardous material is encountered, work shall be halted within 100 feet of the find and the City of Rocklin Engineer shall be notified. The City Engineer shall make a determination as to the nature of the feature(s) ~~(~~and/or contamination, the appropriate size for a buffer around the feature beyond which work could continue on the balance of the site, and which outside agencies, if any, should be notified and involved in addressing and / or remediation of the feature or contamination. At the discretion of the City Engineer and at the applicant's expense, a qualified consultant(s) shall be retained to assess and characterize the feature or contamination and to determine appropriate remediation, if any. Remediation of the feature including obtaining any special permits and/or approvals as needed shall be completed and documented to the satisfaction of the City Engineer and any responsible agencies, such as but not limited to the Placer County Department of Environmental Health, and the Central Valley Regional Water Quality Control Board, prior to completion of grading / construction in the affected area.

b. All on-site standard improvements, including but not limited to:

i. All access and grading improvements as shown on Exhibit A. (PLANNING, ENGINEERING)

ii. Paving, curbs (including concrete curbs to contain all landscape areas adjacent to vehicle parking areas or travel lanes), gutters, sidewalks, drainage improvements, irrigation improvements (main lines and distribution where located under paved areas), utility improvements, parking lot lights, fire hydrants, retaining walls, fences, pilasters, enhanced pavement treatments, trash enclosures, etc. (PLANNING, ENGINEERING)

iii. All necessary easements for drainage, access, utilities, etc. shall be shown and offered for dedication (or Irrevocable Offer of Dedication

provided) with the improvement plans. (PLANNING, ENGINEERING)

iv. To the extent possible underground facilities such as but not limited to electrical, gas, water, drainage, and irrigation lines shall be located outside of or to the edge of areas designated for landscaping so as to minimize impacts to the viability of these areas. (PLANNING, ENGINEERING)

c. A detailed parking lot signage and striping plan designed per City standards that indicates all parking spaces, aisles, entrances, and exits, including on-site signage and any required offsite signage in the public right-of-way. (PLANNING, ENGINEERING)

d. The following off-site improvements:

i. Unless an alternative timeline is agreed upon by the City Engineer, prior to issuance of building permits, the project shall widen University Avenue from two 12-foot lanes to four 12-foot lanes and construct a raised median, extending north and south of the project driveway, consistent with Sheet C3.0 of Exhibit A, to the satisfaction of the City Engineer.

ii. Unless an alternative timeline is agreed upon by the City Engineer, prior to issuance of building permits, the project shall restripe University Avenue along the project frontage such that the outer two lanes would allow northbound and southbound through traffic, and the inner two lanes would allow left-turn movements into the project driveway and right-turn movements into the Jessup University Driveway located just south of the project driveway, respectively, consistent with Sheet C3.0 of Exhibit A, to the satisfaction of the City Engineer.

iii. Rough grading, erosion control, and hydroseeding (with a drought tolerant mix of wild flowers and grasses), as deemed appropriate by the City Engineer, for all areas disturbed by grading of the project site but not developed.

iv. The project shall ensure that roadway streetlights on the project site adhere to the City of Rocklin light standards, to the satisfaction of the City Engineer and Community Development Director.

f. Prior to any grading or construction activities including issuance of improvement plans, the developer shall submit a design-level soil investigation for the review and approval of the City Engineer and Chief Building Official that evaluates soil and rock conditions, particularly the

potential for expansive soils. The professional engineer that prepared the soil investigation shall recommend appropriate roadway construction and foundation techniques and other best practices that are to be implemented by the project during construction. These techniques and practices shall address expansive soils or other geological concerns requiring remediation, including but not limited to:

- Recommendations for building pad and footing construction;
- Use of soil stabilizers or other additives; and
- Recommendations for surface drainage.

(BUILDING, ENGINEERING)

g. Notes addressing conformance with the development standards and requirements of the City of Rocklin shall be included on the project improvement plans, including but not limited to the following: (PLANNING, ENGINEERING)

i. Prior to commencement of grading, the developer shall submit a Construction Emission / Dust Control Plan for approval by the City Engineer and the Placer County Air Pollution Control District ("Placer County APCD"). This plan must address how the project meets the minimum requirements of sections 300 and 400 of Rule 228-Fugitive Dust.

ii. Any diesel-powered equipment used during project construction shall be Air Resources Board ("ARB") certified.

iii. The prime contractor shall submit to the Placer County Air Pollution Control District a comprehensive inventory (e.g., make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used in aggregate of 40 or more hours for the construction project. If any new equipment is added after submission of the inventory, the prime contractor shall contact the Placer County APCD prior to the new equipment being utilized. At least three business days prior to the use of subject heavy-duty off-road equipment, the project representative shall provide the Placer County APCD with the anticipated construction timeline including start date, name, and phone number of the property owner, project manager, and on-site foreman.

iv. Construction equipment exhaust emissions shall not exceed Placer County APCD Rule 202 Visible Emission limitations. Operators of vehicles and equipment found to exceed opacity limits are to be immediately notified by Placer County APCD to cease operations and the equipment must be repaired within 72 hours.

v. Processes that discharge 2 pounds per day or more of air contaminants, as defined by California State Health and Safety Code Section 39013, to the atmosphere may require a permit. Developers / Contractors should contact the Placer County APCD prior to construction or use of equipment and obtain any necessary permits.

vi. During construction, the contractor shall minimize idling time to a maximum of 5 minutes for all diesel-powered equipment.

vii. Traffic speeds on all unpaved road surfaces shall be posted at 15 mph or less.

viii. During construction the contractor shall utilize existing power sources (e.g., power poles) or clean fuel (e.g., gasoline, biodiesel, natural gas) generators to minimize the use of temporary diesel power generators.

ix. All construction equipment shall be maintained in clean condition.

x. The prime contractor shall be responsible for keeping adjacent public thoroughfares clean of silt, dirt, mud, and debris, and shall "wet broom" the streets (or use another method to control dust as approved by the City) if silt, dirt mud or debris is carried over to adjacent public thoroughfares.

xi. If fill dirt is brought to or exported from the construction site, tarps or soil stabilizers shall be placed on the dirt piles to minimize dust problems.

xii. All grading operations shall be suspended when fugitive dust emissions exceed Placer County APCD Rule 228-Fugitive Dust limitations. The prime contractor shall be responsible for having an individual who is California Air Resources Board ("CARB") certified to perform Visible Emissions Evaluations ("VEE"). This individual shall evaluate compliance with Rule 228 on a weekly basis.

xiii. Fugitive dust emissions shall not exceed 40% opacity and shall not go beyond the property boundary at any time. If lime or other drying agents are utilized to dry out wet grading areas, the developer shall ensure such agents are controlled so as not to exceed Placer County APCD Rule 228-Fugitive Dust limitations.

xiv. The prime contractor shall suspend all grading operations when wind speeds (including instantaneous gusts) are excessive and dust is impacting adjacent properties.

xv. Water shall be applied to control fugitive dust, as needed, to prevent impacts offsite. Operational water trucks shall be onsite to control fugitive dust. Construction vehicles leaving the site shall be cleaned to prevent dust, silt, mud, and dirt from being released or tracked off-site.

xvi. In order to minimize wind driven dust during construction, the prime contractor shall apply methods such as surface stabilization, establishment of a vegetative cover, paving, (or use another method to control dust as approved by the City).

xvii. Open burning of any kind shall be prohibited. All removed vegetative material shall be either chipped on site or taken to an appropriate recycling site, or if a site is not available, a licensed disposal site.

xviii. Chemical soil stabilizers, vegetative mats, or other appropriate best management practices to prevent erosion, in accordance with manufacturers' specifications, shall be applied to all-inactive construction areas (previously graded areas which remain inactive for 96 hours).

xix. All exposed surfaces shall be revegetated as quickly as feasible.

h. The following biological resources mitigation measures are applicable to the project, and shall be included in the project notes on the improvement plans.

i. City shall require the Project Applicant and/or any developers filing tentative maps to mitigate impacts to ensure the avoidance of any net loss of seasonal wetlands and jurisdictional waters of the United States, or the bed, channel, or bank of any stream. Such avoidance may be achieved by implementing and complying with the provisions of the Clean Water Act, as administered by the U.S. Army Corps of Engineers, under Section 404 of the Clean Water Act, and under Sections 1600- 1607 of the California Fish and Game Code, as administered by the California Department of Fish and Game (CDFG), which includes obtaining all required permits from the U.S. Army Corps of Engineers and entering into a Streambed Alteration Agreement with CDFG and complying with all terms and conditions of those permits and agreements.

QMM-3(b) – PLANNING, ENGINEERING

ii. Disturbed special-status plant populations shall be transplanted to an approved mitigation site and/or mitigation credits shall be purchased in an approved mitigation bank to ensure no net loss of rare plant populations. To ensure implementation of such requirements, the project applicant shall prepare a mitigation and monitoring plan for the population of dwarf downingia (Downingia pusilla) that is present on the project site. The plan shall identify a relocation site and provide detail regarding how seed from the population will be collected and transported to the relocation site.

QMM-1(b) – PLANNING, ENGINEERING

iii. Transplanted populations will be monitored by a qualified biologist/botanist for a period of 5 years, as required by the mitigation and monitoring plan for the population of dwarf downingia (Downingia pusilla) that is present on the project site. The plan shall also outline the monitoring period, monitoring methods, and performance standards for the relocation. If there is greater than 80 percent survival of transplanted individuals the mitigation will be considered a success. Additional plants will be required if the 80 percent survival goal is not met.

QMM-1(c) – PLANNING, ENGINEERING

iv. The project applicant, in consultation with the City of Rocklin and CDFW, shall conduct a pre-construction breeding-season survey (generally February 1 through September 1) of the project site and all accessible areas within a 500-foot radius of proposed construction areas no more than 14 days prior to the start of construction. The survey shall be conducted by a qualified raptor biologist to determine if any birds-of-prey or other protected birds (e.g., migratory songbirds) are nesting on or directly adjacent to the project site. No surveys would be needed if construction activities occur outside of the dates shown.

If phased construction procedures are planned for the project, the results of the above survey shall be valid only for the season when it is conducted. A new survey shall be conducted for construction occurring in subsequent seasons. If a break in construction activity of more than 14 days occurs, then subsequent surveys shall be conducted.

A report shall be submitted to the City of Rocklin within 14 days of the completed survey(s), that includes, at a minimum, the following

information: A description of methodology including dates of field visits, the names of survey personnel with resumes, and a list of references cited and persons contacted. A map showing the location(s) of any raptor or other bird nests observed on the project site.

If the above survey does not identify any nesting species on the project site, no further mitigation shall be required. However, should any species be found nesting on the project site, the following mitigation measure (QMM-6(b)) shall be implemented.

QMM-6(a) – PLANNING, ENGINEERING

v. The project applicant, in consultation with the City of Rocklin and CDFW, shall avoid all nest sites located in the project site during the breeding season while the nest is occupied with adults and/or young. The occupied nest shall be monitored by a qualified biologist to determine when the nest is no longer used. Avoidance shall include the establishment of a nondisturbance buffer zone around the nest site. Specifically, if active raptor or tricolored blackbird nests are found, construction activities shall not take place within 500 feet of the nest/colony until the young have fledged. If active nests for any other bird covered under the MBTA are found, a 100-foot nondisturbance buffer shall be established until the young have fledged. These nondisturbance buffers may be reduced if a smaller buffer, along with nest monitoring (if applicable), is proposed by the qualified project biologist and approved by the City. The reduced buffer distance shall take into consideration the natural history of the species of bird nesting, the proposed activity level adjacent to the nest, habituation to existing or ongoing activity, and nest concealment (are there visual or acoustic barriers between the proposed activity and the nest). The qualified project biologist can visit the nest as needed to determine when the young have fledged the nest and are independent of the site or the nest can be left undisturbed until the end of the nesting season. Construction activities may only resume within the buffer zone after a follow-up survey by the qualified project biologist has been conducted and a report has been prepared indicating that the nest (or nests) are no longer active.

Should construction activities cause a nesting bird to vocalize, make defensive flights at intruders, get up from a brooding position, or fly off the nest in a manner that would be considered a result of construction activities, then the established exclusionary buffer shall be increased such that activities are far enough from the nest to stop agitated behavior. The exclusionary buffer shall remain in

place until the chicks have fledged or as otherwise determined by the qualified project biologist in consultation with the City.

QMM-6(b) – PLANNING, ENGINEERING

vi. If a legally protected species nest is located in a tree designated for removal, the removal shall be deferred until after September 1st or until the adults and young are no longer dependent on the nest site as determined by a qualified biologist.

QMM-6(c) – PLANNING, ENGINEERING

vii. Prior to any ground-disturbing or vegetation-removal activities, a Worker Environmental Awareness Training (WEAT) shall be prepared and administered to the construction crews. The WEAT shall include the following: discussion of the state and federal Endangered Species Act, the Clean Water Act, the project's permits and CEQA documentation, and associated mitigation measures; consequences and penalties for violation or noncompliance with these laws and regulations; identification of special-status wildlife, location of any avoided Waters of the U.S; hazardous substance spill prevention and containment measures; and the contact person in the event of the discovery of a special-status wildlife species. The WEAT shall also discuss the different habitats used by the species' different life stages and the annual timing of these life stages. A handout summarizing the WEAT information shall be provided to workers to keep on-site for future reference. Upon completion of the WEAT training, workers shall sign a form stating that they attended the training, understand the information presented and shall comply with the regulations discussed. Workers shall be shown the project limits during the WEAT training; worker access shall be restricted along undeveloped project limits to minimize the potential for inadvertent environmental impacts. Proof of compliance with the aforementioned requirements shall be submitted to the City of Rocklin Community Development Department.

BIO-1 – PLANNING, ENGINEERING

viii. Prior to any ground disturbing activities, a qualified biologist shall conduct a pre-construction survey for Crotch bumble bee and western bumble bee. The survey shall be conducted within the active flight period for workers and males (early April through early November); surveys conducted outside of the active flight period are unlikely to detect bumble bee colonies as bumble bees are either relatively inactive or hibernating. During the survey, all

appropriate areas within the project site shall be surveyed for active bumble bee colonies. The survey shall be conducted during appropriate weather (not during cool overcast, rainy, or windy days). The biologist shall walk accessible areas of the project site and inspect all suitable habitat for bumble bee activity.

If an active bumble bee colony is found within the project site, the species using the colony shall be identified. If the bee colonies are either Crotch bumble bee or western bumble bee, the colony shall be avoided, if possible, and work shall not occur within 50 feet of the colony until the biologist confirms that the bees have completed nesting. If the colony is in a location proposed for impact and avoidance is not possible, the project applicant shall translocate nesting substrate in accordance with the latest scientific research to a suitable location (i.e., a location that supports similar or better floral resources as the project area). Should Crotch bumble bee or western bumble bee be listed under the California Endangered Species Act (CESA) prior to the start of project construction, additional coordination with CDFW may be necessary prior to colony translocation. Proof of compliance with the aforementioned requirements shall be submitted to the City of Rocklin Community Development Department.

BIO-2 – PLANNING, ENGINEERING

ix. A qualified biologist shall conduct a western pond turtle survey no more than 48 hours prior to construction in areas within 325 feet of the limits of the perennial pond north of the project site. If western pond turtles or nests are not found, further mitigation is not required. If a western pond turtle is observed within the proposed disturbance area, a qualified biologist shall relocate the individual to suitable habitat outside of the disturbance area prior to construction. If a western pond turtle nest is observed within the disturbance area, the nest shall be fenced off and avoided until the eggs hatch. The exclusion fencing shall be placed no less than 25 feet from the nest. A qualified biologist shall monitor the nest daily during construction to ensure that hatchlings do not disperse into the construction area. Relocation of hatchlings shall occur as stipulated above, if necessary. Proof of compliance with the aforementioned requirements shall be submitted to the City of Rocklin Community Development Department.

BIO-3 – PLANNING, ENGINEERING

x. Within 14 days prior to the start of ground disturbing activities, a qualified biologist shall conduct a preconstruction survey of suitable

burrowing owl habitat within the project area. The survey shall include the suitable habitat areas and accessible areas of suitable habitat within 250 feet. During the breeding season (February 1 to August 31), the survey shall document whether burrowing owls are nesting in the project area or within 250 feet. During the non-breeding season (September 1 to January 31), surveys shall document whether burrowing owls are using habitat in the project area. If there is a break in construction activity of more than 14 days, then subsequent surveys shall be conducted. A report summarizing the preconstruction survey(s) for burrowing owl, shall be provided to the City within 14 days of the completed survey(s). If no burrowing owls and/or active burrows are located during the survey, no additional mitigation is required. If active burrows are detected within the survey area during the breeding season, the nest site(s) shall be avoided and protected with a 250-foot no-disturbance buffer. If active burrowing owl burrows/refugia are found during the non-breeding season, active burrow(s)/refugia shall be avoided and protected with a 160-foot no-disturbance buffer. Measures such as visual screens may be used to further reduce the buffer with City approval and provided a qualified biologist confirms that such measures do not cause agitated behavior in the owls. In either case, buffer zones shall be flagged or otherwise clearly marked. The no-disturbance buffers may be removed when a qualified biologist confirms that the burrow(s) is no longer occupied by adults or young birds.

BIO-4 – PLANNING, ENGINEERING

xi. If construction activity begins during the active Swainson's hawk nesting season (generally February 1 through September 1), a qualified biologist shall conduct a targeted Swainson's hawk nest survey no more than 14 days prior to the start of construction. The biologist shall thoroughly survey all publicly accessible areas within a 0.25-mile radius of the proposed construction area. A report summarizing the preconstruction survey(s) for Swainson's hawk shall be provided to the City within 14 days of the completed survey(s). If active nests are not located during the surveys, additional mitigation is not required. If active Swainson's hawk nests are found within 0.25 mile of the construction area, construction within 0.25 mile of the nest will not commence until a qualified biologist determines that the young have fledged or it is determined that the nesting attempt has failed. If the project applicant desires to work within 0.25 mile of the nest, the qualified biologist shall recommend an appropriate buffer and consult with the City to determine if the nest buffer can be reduced and what (if any) nest monitoring is necessary. If a break in construction activity

of more than 14 days occurs, then subsequent surveys shall be conducted.

BIO-5 – PLANNING, ENGINEERING

xii. Prior to the approval of improvement plans or grading activity, the applicant shall mitigate for the loss of Swainson's hawk foraging habitat by providing 0.5 acre of replacement Swainson's hawk habitat land for each acre of land to be developed. The mitigation may be in the form of conservation easements or fee title to an appropriate entity. The location of the habitat area is encouraged, but not required to be within Placer County. Habitats located within the north half of the Central Valley, from the Stanislaus River to Redding shall be deemed acceptable. The applicant shall verify that this condition has been met to the satisfaction of the Community Development Director.

BIO-6 – PLANNING, ENGINEERING

i. The following cultural resource mitigation measures are applicable to the project, and shall be included in the project notes on the improvement plans.

i. If, during construction, the project applicant, any successor in interest, or any agents or contractors of the applicant or successor discovers a cultural resource (such as CA-PLA-616) that could qualify as either an historical resource or a unique archaeological resource, work shall immediately stop within 100 feet of the find, and both the City of Rocklin and a representative of the Indian Community shall be immediately notified. Work within the area surrounding the find (i.e., an area created at a 100-foot radius emanating from the location of the find) shall remain suspended while a qualified archaeologist, retained at the applicant's expense, conducts an onsite evaluation, develops an opinion as to whether the resource qualifies as either an historical resource or an unique archaeological resource, and makes recommendations regarding the possible implementation of avoidance measures or other appropriate mitigation measures. Based on such recommendations, as well as any input obtained from the Indian Community within 72 hours (excluding weekends and State and federal holidays) of its receipt of notice regarding the find, the City shall determine what mitigation is appropriate. At a minimum, any Native American artifacts shall be respectfully treated and offered to the Indian Community for permanent storage or donation, at the Indian Community's discretion, and any Native American sites, such as grinding rocks, shall be respectfully treated and preserved intact. In

considering whether to impose any more stringent mitigation measures, the City shall consider the potential cost to the applicant and any implications that additional mitigation may have for project design and feasibility. Where a discovered cultural resource is neither a Native American artifact, a Native American site, an historical resource, nor a unique archaeological resource, the City shall not require any additional mitigation, consistent with the policies set forth in Public Resources Code sections 21083.2 and 21084.1.

NMM-1(a) – PLANNING, ENGINEERING

ii. If, during construction, the project applicant, any successor in interest, or any agents or contractors of the project applicant or successor discovers any human remains, the following steps should be taken:

a. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:

i. The project applicant or its successor in interest contacts the Placer County Coroner so that Coroner can determine whether any investigation of the cause of death is required, and

ii. If the Coroner determines the remains to be Native American:

1. The Coroner shall contact the Native American Heritage Commission within 24 hours (excluding weekends and State and federal holidays).
2. After hearing from the Coroner, the project applicant or its successor in interest shall immediately notify the City of Rocklin and a representative from the Indian Community of the Coroner's determination, and shall provide the Indian Community the opportunity, within 72 (excluding weekends and State and federal holidays) hours thereafter, to identify the most likely descendant.
3. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American.
4. The most likely descendent, as identified by either the Native American Heritage Commission or the Indian Community, may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or

disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code section 5097.98, or

b. Subject to the terms of paragraph (3) below, where the following conditions occur, the landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance.
   i. The Native American Heritage Commission is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 24 hours (excluding weekends and State and federal holidays) after being notified by the Commission.
   ii. The Indian Community is unable to identify a most likely descendant, or the most likely descendant identified by the Indian Community failed to make a recommendation within 72 hours (excluding weekends and State and federal holidays) after the project applicant or its successor notified the Indian Community of the discovery of human remains; or
   iii. The landowner or its authorized representative rejects the recommendation of the descendant identified by the Commission, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.

c. In the event that the Coroner determines that the remains are Native American in origin, and the Native American Heritage Commission and the Indian Community agree that the remains are of a person associated with the historic United Auburn Indian Community, the project applicant or its successor, if permitted by state law, shall provide the remains and any associated grave goods to the Indian Community with the understanding that the Indian Community will provide for burial with appropriate dignity at an appropriate location that will not be subject to future disturbance

NMM-1(b) – PLANNING, ENGINEERING

iii. In the event that cultural resources are uncovered during project construction (e.g., foundations, historic tools, refuse/trash piles, shell deposits, arrowheads, chip stone, objects that appear to be out of place are observed), implement Mitigation Measures NMM-1(a) through (b).

NMM-3 – PLANNING, ENGINEERING

j. The following geology/soils mitigation measures are applicable to the project, and shall be included in the project notes on the improvement plans.

j. Consistent with the City's Community Safety Element Policy 1, as well as State and local requirements, the City shall require soils and/or geotechnical analysis of new development proposals in areas with possible soil instability, earthquake faults or other geologic hazards. Preliminary reports must be submitted during review of tentative map, use permit, or design review applications. Final reports are required to be submitted concurrent with improvement plans. The geotechnical investigation shall be prepared by a professional engineer or geologist registered in the State of California in accordance with State regulations and to the satisfaction of the City. The City shall ensure recommendations pertaining to site preparation, construction, and building and roadway design are identified in the geotechnical report and are incorporated into each project design through the plan check and inspection process.

OMM-2(a) – PLANNING, ENGINEERING

ii. If blasting activities are to occur in conjunction with site development, the contractor shall conduct the blasting activities in compliance with State and local regulations. The contractor shall obtain a blasting permit from the City of Rocklin prior to commencing any blasting activities. Information submitted in order to obtain a blasting permit includes a description of the work to be accomplished and a statement of necessity for blasting as opposed to other methods considered, including avoidance of hard rock areas, safety measures to be implemented, such as blast blankets, and traffic ground shaking impacts. The contractor shall coordinate any blasting activities with police and fire departments to ensure proper site access control, traffic control, and public notification including the media, affected residents, and businesses, as appropriate. Blasting specifications and plans shall include a schedule that outlines the time frame that blasting will occur to limit noise and traffic inconveniences.

OMM-2(b) – PLANNING, ENGINEERING

k. The following hazardous and hazardous materials mitigation measures are applicable to the project, and shall be included in the project notes on the improvement plans.

i. If evidence of soil contamination, such as stained or odorous soils, or other evidence of hazardous materials is encountered during construction or development activities, work shall cease until an environmental professional, retained at the developer's expense, has evaluated the situation and identified necessary and appropriate follow-up actions. As part of this process, the City shall ensure that any necessary investigation and/or remediation activities conducted in the project area are coordinated with Placer County Division of Environmental Health, and, if needed, other appropriate State agencies.

LMM-2(b) – PLANNING, ENGINEERING

ii. If, during construction of the proposed project, groundwater is encountered and dewatering activities are required, the water shall be analyzed by an environmental professional, retained at the applicant's expense, to determine if the water contains unsafe levels of pesticides, herbicides, nitrates, or other contaminants. Work shall not continue until results of the water analyses have been reported and the Placer County Division of Environmental Health has been informed of the results and has provided guidance.

LMM-2(d) – PLANNING, ENGINEERING

iii. The project applicant shall comply, at a minimum, with the provisions of Titles 8 and 22 of the Code of California Regulations, the Uniform Fire Code, and Chapter 6.95 of the California Health and Safety Code, as well as any other applicable regulation.

REQ-MM – PLANNING, ENGINEERING

l. The following hydrology/water quality mitigation measures are applicable to the project, and shall be included in the project notes on the improvement plans.

i. On-site detention shall be provided to meet Placer County Flood Control and Water Conservation District (PCFCWCD) criteria set forth in Section VII of PCFCWCD's Stormwater Management Manual (SWMM). The SWMM requires, if on-site detention basins are to be used to mitigate downstream flooding effects due to project related increased peak flows, that the objective flow shall be taken as the estimated predevelopment peak flow rate less 10 percent of the difference between the estimated pre-development and post-development peak flow rates from the site. This standard

shall be used for storm frequencies of 2-year, 10-year, and 100-year storm events. In no case shall the objective flow be less than the flows indicated in Figure 7-1 of the SWMM. However, in the event the results of stormwater runoff modeling indicate that on-site detention would exacerbate downstream flooding conditions when applying PCFCWCD numerical criteria, the City shall coordinate with the PCFCWCD to identify appropriate use, location, and sizing of project detention facilities and implement a solution that will ensure conformance with PCFCWCD standards.

PMM-2(a) – PLANNING, ENGINEERING

ii. Installation and design of detention basins shall be in accordance with PCFCWCD's SWMM and in conformance with all applicable existing Master Plans, should such plans be adopted during project development. The results of hydrologic modeling shall be used to confirm that the capacity of the on-site detention facilities is adequate to detain the stormwater runoff anticipated following development of the proposed project. In concert with the proposed project's stormwater system design, the capacity of off-site culverts or existing and/or planned regional detention facilities shall be evaluated to determine whether oversizing is necessary to accommodate the project's incremental contribution.

PMM-2(b) – PLANNING, ENGINEERING

iii. Prior to approval of tentative maps, design review, or use permits, supplemental drainage studies shall be prepared for the SR 65 Corridor portion of the project site to comply with Policy 3 of the Community Safety element of the Rocklin General Plan. The supplemental studies shall use the information developed in TLA's drainage reports pertaining to Sunset Ranchos and Parcel K, and other relevant information as appropriate. Conformance with section VII of PCFCWCD's Stormwater Management Manual (SWMM) shall be incorporated into project designs.

PMM-2(c) – PLANNING, ENGINEERING

iv. Implement Mitigation Measures PMM-2(a), PMM-2(b), and PMM-2(c).

PMM-3 – PLANNING, ENGINEERING

v. Project Conditions of Approval shall specify that appropriate BMPs and Best Available Technologies (BAT) be incorporated into project design to reduce urban pollutants in runoff, consistent with goals

and standards established under federal and State non-point source discharge regulations (NPDES permit) and Basin Plan water quality objectives. Stormwater runoff BMPs selected from the Storm Water Quality Task Force (California Storm Water Best Management Practices Handbook, 1993), the Bay Area Stormwater Management Agencies Association Start at the Source Design Guidance Manual, or equally effective measures shall be identified prior to final design approval. To maximize effectiveness, the selected BMPs/BATs shall be based on finalized site-specific hydrologic conditions, with consideration for the types and locations of development. Mechanisms to maintain the BMPs/BATs shall be identified in the Conditions of Approval. Typical BMPs and BATs that could be used at the proposed project include, but are not limited to, the following:

- Application of appropriate signage to all storm drain inlets indicating that they outlet to the natural drainageways;
- Application of a street sweeping program to remove potential contaminants from street and roadway surfaces before they reach drainages;
- Installation of oil and grit separators in all drop inlets to capture potential contaminants which enter the storm drain system;
- Minimize sources of concentrated flow by maximizing use of natural drainages to decelerate flows, collect pollutants and suspended sediment;
- Establish vegetation in stormwater drainages to achieve optimal balance of conveyance and water quality protection characteristics;
- Placement of velocity dissipaters, rip-rap, and/or other appropriate measures to slow runoff, promote deposition of waterborne particles, and reduce the erosive potential of storm flows;
- Prompt application of soil protection and slope stabilization practices to all disturbed areas;
- Use sedimentation basins to collect and temporarily detain storm water runoff to provide ample settling time before runoff is discharged;
- Creation of storage basins consisting of depressed areas, usually lined, that are sized to hold storm runoff and settle out material (the facility usually has a type of outlet device that is above the bottom of the basin or a small rip rapped berm over which the treated water can flow);
- Creation of a below-ground storage basin consisting of vertical or horizontal corrugated metal or HDPE pipes sized to allow the volume of water required to be treated to percolate into the ground;

- Use of fossil filters consisting of small filters that are placed like troughs around the inside top drain inlets or at ditch outlets;
- Creation of underground storm water interceptors, which are underground tanks, similar to septic tanks, that are designed to allow material to settle out and also can have a grease trap to separate oil and petroleum products, prior to discharge; and,
- Use of rock-lined ditches, which are surface ditches that are lined with rock, with or without filter material, with the rock lining material designed to allow water to filter into the ground.

Provisions for the maintenance and periodic inspection of permanent facilities outside of the public right-of-way will be provided for in the CC&Rs. These provisions would include periodic inspection, cleaning, and the replacement of filter materials, as necessary to retain the integrity of the BMP/BAT.

PMM-5 – PLANNING, ENGINEERING

m. The following noise mitigation measures are applicable to the project, and shall be included in the project notes on the improvement plans.

i. All heavy construction equipment and all stationary noise sources (such as diesel generators) shall have manufacturer installed mufflers.

HMM-1(a) – PLANNING, ENGINEERING

ii. Equipment warm up areas, water tanks, and equipment storage areas shall be located in an area as far away from existing residences as is feasible.

HMM-1(b) – PLANNING, ENGINEERING

iii. For each tentative map with residential areas within the 60 dB contour, or greater the developer shall use setbacks, barriers, or other measures as necessary to ensure that exterior noise levels do not exceed 65 dB at first-floor outdoor activity areas, as demonstrated by a project-specific noise analysis.

HMM-2(a) – PLANNING, ENGINEERING

iv. For each tentative map with residential areas within the 65 dB or greater contour, the developer shall use setbacks, building

materials and systems (including heating and air conditioning) that will allow residents to keep their windows closed, and/or other construction techniques necessary to ensure interior noise levels do not exceed 45 dB.

HMM-2(b) – PLANNING, ENGINEERING

v. The project applicant shall comply with the City of Rocklin construction Noise Compatibility Guidelines, including restricting construction-related noise generation activities within or near residential areas shall be restricted to between 7:00 am and 7:00 pm on weekdays, and between 8:00 am and 7:00 pm on weekends.

REQ-MM – PLANNING, ENGINEERING

n. The following transportation mitigation measures are applicable to the project, and shall be included in the project notes on the improvement plans.

i. The City shall ensure that, as future entitlements are planned in the annexation area, the City shall coordinate with Placer County Transit (PCT) to ensure that transit services are in place as needed to serve demand from new development.

FMM-4 – PLANNING, ENGINEERING

ii. The project developer shall pay traffic impact fees, for the City of Rocklin Capital Improvement Program, as established by City County Resolution.

REQ-MM – PLANNING, ENGINEERING

o. The following utilities and service systems mitigation measures are applicable to the project, and shall be included in the project notes on the improvement plans.

i. The project proponent shall participate in regional water use efficiency measures proposed by PCWA.

JMM-1 – PLANNING, ENGINEERING

ii. The project applicant shall adhere to standard PCWA requirements and enter into a Pipeline Extension Agreement with PCWA and provide all pipelines and facilities necessary to supply adequate amounts of water for domestic and fire protection purposes. All system improvements shall be subject to PCWA approval.
JMM-2 – PLANNING, ENGINEERING

iii. The project applicant shall be obligated through project approval conditions at the time of tentative subdivision map, utility plans and design review approval, to fund and install infrastructure required to provide for the wastewater conveyance needs for each portion of the proposed project. Prior to construction of improvements outside the project boundaries, the developer shall submit to the City of Rocklin a construction plan that outlines the construction limits, construction schedule, traffic detours, noise and dust suppression, resident notification, and emergency service notification as requested by the City.

JMM-7 – PLANNING, ENGINEERING

p. The following wildfire mitigation measures are applicable to the project, and shall be included in the project notes on the improvement plans.

i. The City and project applicant shall analyze the cost of fire protection and emergency medical response associated with the project and develop a funding mechanism to offset any shortfall.

KMM-3(b) – PLANNING, ENGINEERING

q. The following shall be included in the project notes on the improvement plans:

i) The discharge of fuels, oils, or other petroleum products, chemicals, detergents, cleaners, or similar chemicals to the surface of the ground or to drainage ways on, or adjacent to, the site is prohibited. (ENGINEERING, PUBLIC WORKS, PLACER COUNTY ENVIRONMENTAL HEALTH)

ii) If Best Management Practices are required for control of urban runoff pollutants, then any hazardous materials collected shall be disposed of in accordance with all applicable hazardous materials laws and regulations. (ENGINEERING, PUBLIC WORKS, PLACER COUNTY ENVIRONMENTAL HEALTH)

r. The applicant shall comply with the following which shall be Included as project notes on the improvement plans:

1) If an inadvertent discovery of cultural materials (e.g., unusual amounts of shell, charcoal, animal bone, bottle glass, ceramics, burned soil, structure/building remains) or tribal cultural resources is made during project-related construction activities, ground disturbances in the area of the find shall be halted and a qualified professional archaeologist, the Environmental Services Manager and the Native American Heritage Commission shall be notified

regarding the discovery. The archaeologist shall determine whether the resource is potentially significant as per CEQA (i.e., whether it is a historical resource, a unique archaeological resource, a unique paleontological resource, or a tribal cultural resource) and shall develop specific measures to ensure preservation of the resource or to mitigate impacts to the resource if it cannot feasibly be preserved in light of costs, logistics, technological considerations, the location of the find, and the extent to which avoidance and/or preservation of the find is consistent or inconsistent with the design and objectives of the project. Specific measures for significant or potentially significant resources would include, but are not necessarily limited to, preservation in place, in-field documentation, archival research, subsurface testing, and excavation. The specific type of measure necessary would be determined according to evidence indicating degrees of resource integrity, spatial and temporal extent, and cultural associations, and would be developed in a manner consistent with CEQA guidelines for preserving or otherwise mitigating impacts to archaeological and cultural artifacts and tribal cultural resources. (PLANNING, ENGINEERING)

2) In the event of the accidental discovery or recognition of any human remains, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains, until compliance with the provisions of Sections 15064.5 (e) (1) and (2) of the CEQA Guidelines, as well as Public Resources Code Section 5097.98, has occurred. If any human remains are discovered, all work shall stop in the immediate vicinity of the find and the County Coroner shall be notified, according to Section 7050.5 of the California Health and Safety Code. The City's Environmental Services Manager shall also be notified. If the remains are Native American, the Coroner will notify the Native American Heritage Commission, which in turn will inform a most likely descendant. The descendant will then recommend to the landowner appropriate disposition of the remains and any grave goods, and the landowner shall comply with the requirements of AB2641 (2006). (PLANNING, ENGINEERING)

7. <u>Improvements in the Public Right-of-Way</u>

a. The applicant shall obtain an encroachment permit for all improvements within the public right-of-way. Applicant shall post a performance bond and labor and materials payment bond (or other equivalent financial security) in the amount of 100% of the cost of the improvements to be constructed in the public right-of-way as improvement security to ensure the faithful performance of all duties and obligations required of applicant in the construction of the improvements. Such improvement security shall be in a

form acceptable to the City Attorney. Such security shall be either a corporate surety bond, a letter of credit, or other instrument of credit issued by a banking institution subject to regulation by the State or Federal government and pledging that the funds necessary to carry out this Agreement are on deposit and guaranteed for payment, or a cash deposit made either directly with the City or deposited with a recognized escrow agent for the benefit of the City. (PUBLIC WORKS)

8. Landscaping

a. Final landscape plans shall be provided by the developer and approved by the Community Development Director. The landscape plans shall comply with the following requirements (PLANNING):

i) The landscaping plan shall be prepared by a landscape architect and shall include:

1. A legend of the common and botanical names of specific plant materials to be used. The legend shall indicate the size of plant materials and appropriate numbers of plants and spacing for groundcovers.

   Shrubs shall be a minimum 5 gallon and trees a minimum of 15 gallon and meet the minimum height specified by the American Standards for Nursery Stock.

2. A section diagram of proposed tree staking. All tree stakes shall be constructed of metal.

3. An irrigation plan including an automatic irrigation system. The plan shall include drip irrigation wherever possible.

4. Berming of landscape strips along the public right-of-way and the installation of shrubs to screen the undercarriages of vehicles as viewed from off-site.

5. Provision for the shading of the visitor parking lot, including parking spaces, maneuvering areas, driveways and drive aisles, by shade trees of appropriate size(s) and characteristic(s) in locations to achieve 50% shading at maturity (15 years from planting). Include a calculation demonstrating compliance with this condition on the plan.

6. Granite or moss rock boulders along the planting strips.

7. Use of plastic composite-style header boards.

8. Use of walk-on bark in all planter areas.

ii. The plan shall be certified by the landscape architect that the landscape plan meets the requirements of the Water Conservation in Landscaping Act. Government Code §65591, et seq.

b. The parking/site lighting plan shall be designed to accommodate shade trees and provide for illumination of the parking and circulation areas. Light standards and underground utilities shall be located such that required parking lot shade trees can still be planted. (ENGINEERING, BUILDING, PLANNING)

c. All landscaping shall be installed and the landscape architect shall certify, in writing, that the landscaping and irrigation system have been installed in full compliance with the approved plans prior to issuance of a Certificate of Occupancy. (PLANNING)

d. Any area disturbed by construction activities but not developed or landscaped shall be hydroseeded (with a drought tolerant mix of wild flowers and grasses) prior to final inspection / acceptance of improvements. (PLANNING, BUILDING, ENGINEERING)

9. Lighting

a. All exterior lighting shall be designed and installed to avoid adverse glare on adjacent properties. Cut-off shoebox type or decorative lighting fixtures, or equivalent, shall be used and mounted such that all light is projected directly toward the ground. Light poles shall be a maximum of 20 feet in height as measured from grade to the top of the light. The lighting design plan shall be approved by Community Development Director for compliance with this condition. (PLANNING)

10. Design

a. The back or rear of any parapet wall that may be visible from an adjacent right of way or property shall be painted the same color as the front of the parapet wall to provide a more finished appearance. (PLANNING)

b. Developer installed play equipment shall include either poured in place or rubberized tile flooring, or approved alternative, for accessibility purposes. (BUILDING)

11. Signs

All signs shall conform to the Sign Ordinance of the City of Rocklin and the sign designs and locations as shown on Exhibit A. (PLANNING, ENGINEERING, FIRE)

12. Screening of Mechanical Equipment

a. All mechanical and/or related equipment, such as but not limited to, roof hatch railings, RTUs, vents, HVAC units, whether ground- or roof-mounted shall be screened from view from all public rights-of-way to the satisfaction of the Community Development Director. To the greatest extent feasible, parapet walls should be used to screen roof-mounted equipment. The design of the screening shall be in harmony with the architectural design of the building. (PLANNING)

b. The appearance of large utility features such as double detector check valves shall be minimized through the use of utility blankets or other acceptable screening methods. The developer shall also demonstrate that these facilities have been moved as far as possible from the public right-of-way. (PLANNING)

13. Fences and Gates

Tubular metal fences shall have flat top pickets (or have a smooth rail at the top), be powder-coated (black/brown/dark green), and be constructed of medium gauge, or better, steel or aluminum. (PLANNING / PUBLIC WORKS)

a. All gate codes shall be provided to the Rocklin Police and Fire Departments. (FIRE, POLICE, PUBLIC WORKS)

14. Security

a. Prior to building permit issuance, the applicant shall prepare a security plan for review by the Rocklin Police Department, and shall provide the Rocklin Police Department with the name(s) and telephone number(s) of a responsible party to contact / the president of the homeowner's association. (POLICE)

c. Prior to building / unit occupancy the property owner, or each tenant, shall obtain and maintain at all times, an Alarm System Permit for each security system installed and operated in the building / shopping center / complex, if any, in accord with the requirements of Chapter 9.44 of the Rocklin Municipal Code. (POLICE)

15. Outdoor Storage

All incidental and miscellaneous outdoor storage areas shall be completely screened from public view by a decorative masonry or concrete wall or approved equal. All gates shall be solid and view obstructing, constructed of metal or other durable and sturdy materials acceptable to the Community Development Director. (PLANNING)

16. Maintenance

a. The property owner shall remove within 72 hours all graffiti placed on any fence, wall, existing building, paved area or structure on the property consistent with the provisions of Rocklin Municipal Code Section 9.32. Prior to removal of said graffiti, the property owner shall report the graffiti vandalism to the Rocklin Police Department. (PLANNING, POLICE)

b. The project, including but not limited to paving, landscaping, structures, and improvements shall be maintained by the property owners, to the standard of similarly situated properties in equivalent use zones, to the satisfaction of the Community Development Director. (PLANNING)

17. Parks

a. Park fees shall be paid as required by the Rocklin Municipal Code Chapter 17.71 and Chapter 16.28. (ENGINEERING)

b. Community Park Fees shall be paid based on the appropriate square footage calculation for the Park Improvement Impact Fee, the Trail Impact Fee, and the Community and Recreation Facilities Impact Fee pursuant to Article VI of Rocklin Municipal Code Chapter 3.16 and City Council Resolution No. 2022-144. (BUILDING)

18. Noise

a. All “self-powered” construction equipment and stationary noise sources (i.e., pumps, electrical generators, etc.) shall be equipped with noise control devices (e.g., mufflers). (ENGINEERING, BUILDING)

b. Equipment “warm-up” areas, water storage tanks, equipment storage areas, and stationary noise-generating machinery (i.e., pumps, electrical generators, etc.) shall be located away from existing residences and other sensitive noise receptors to the extent feasible. (ENGINEERING, BUILDING)

c. All phases of project development shall be subject to the City of Rocklin Construction Noise Guidelines, including restricting construction-related

noise generating activities within or near residential areas to between 7:00 a.m. and 7:00 p.m. on weekdays, and between 8:00 a.m. and 7:00 p.m. on weekends. This noise restriction shall be posted at all entrances to the project site prior to any construction activities; the sign(s) shall be weather proof and a minimum size of 2' x 2'. The Community Development Director may grant exceptions to the Construction Noise Guidelines if, in the opinion of the Community Development Director, special and unusual circumstances exist that make strict adherence to the Construction Noise Guidelines infeasible. (ENGINEERING, BUILDING)

19. Air Quality

a. The contractor shall reduce NOX and ROG emissions by complying with the construction vehicle air pollutant control strategies developed by the Placer County Air Pollution Control District. The contractor shall include in construction contracts the following requirements or measures shown to be equally effective:

i. Contractors' construction equipment shall be properly maintained and tuned during construction activity.
ii. Contractors shall use low emission mobile construction equipment where possible.
iii. Construction equipment exhaust emissions shall not exceed District Rule 202 Visible Emission limitations.
iv. The prime contractor shall submit to the District a comprehensive inventory (i.e., make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used an aggregate of 40 or more hours for the construction project. District personnel, with assistance from the California Air Resources Board, will conduct initial Visible Emission Evaluations of all heavy-duty equipment on the inventory list.
v. Construction contracts shall stipulate that all equipment with horsepower ratings of 350 or greater, including scrapers, used during project grading shall meet the CARB's Tier 3 emissions standards or cleaner.
vi. In lieu of or in addition to this requirement, an applicant can use other measures to reduce particulate matter and nitrogen oxide emissions from their project through the use of emulsified diesel fuel and/or particulate matter traps. The District shall be contacted to discuss this measure.

GMM-1(b)

20. Phasing

a. A phasing plan showing the sequence of site improvements shall be submitted for review and approval by the Community Development Director. The phasing plan shall show the following:

i. The building or buildings to be constructed and all appurtenant structures (walls, fencing, site amenities, etc.) with each Phase;
ii. A Temporary Fencing Plan that shows how the residents of the occupied units will be kept from entering active construction areas;
iii. Emergency Vehicle access through the site and available fire suppression services for each Phase, to be approved by the Fire Department;
iv. The portion of landscaping to be completed with each phase (all landscaping along street frontages and the trees along Highway 65 shall be installed with Phase 1).

The Community Development Director may condition the phasing to ensure each phase shall function independently. (ENGINEERING, BUILDING, PLANNING)

21. Americans with Disabilities Act Compliance

Unless waived by the City Engineer, the Developer shall retain and furnish to the project a Certified Access Specialist (CASp) Inspector as certified by the California Division of State Architect (DSA). The scope of work for the CASp Inspector is to certify ADA compliance of Developer-constructed work on private property that will be owned and maintained by private owners prior to issuance of a certificate of occupancy for the project or acceptance of improvements, whichever comes first. The CASp Inspector shall provide a written, signed CASp Inspection Report of their findings and conclusions, and provide said report to the City confirming that all elements of the project are ADA compliant. Any non-ADA compliant work shall be rejected and corrected. Non-compliant work shall be reinspected and a new CASp inspection report submitted to the City. The CASp inspection performed in accordance with the Construction-Related Accessibility Standards Compliance Act (CRASCA) shall provide “qualified defendant” status.

22. Special Conditions

a. Prior to issuance of any building permits, the two project parcels shall be merged into a single parcel, to the satisfaction of the City Engineer. (PLANNING, ENGINEERING)

b. To ensure consistency with the requirements of the Environmental Noise Assessment, the project shall include the following:

1. All first floor units within Buildings B, C, and D that have a view of SR 65, and all upper┐ level units with a view of either SR 65 or University Avenue shall include a mechanical ventilation system;
2. All first floor unit windows and doors with views towards SR 65 shown in Figure 3 shall be specified with a minimum STC rating of 26; and
3. All upper level windows and doors with views towards SR 65 or University Avenue shown in Figure 4 shall be specified with a minimum STC rating of 26.

(PLANNING, ENGINEERING, BUILDING)

c. Prior to the issuance of the improvement plans, the SPMUD maintenance road gate shall be designed to the satisfaction of SPMUD and the Community Development Director.
(PLANNING, ENGINEERING, SPMUD)

23. Affordability Requirement

The project shall record an affordability regulatory agreement for the project, or equivalent, to the satisfaction of the City Attorney, prior to occupancy. Said contract shall include the following provisions:

1. Of the 324 units, a minimum of 17 units shall be rental units affordable to very low-income households, with incomes capped at 50 percent of the area median income (AMI).

2. Affordable rental units, maximum incomes, and maximum rents will be restricted for a 55-year term in a recorded affordability restriction.

(PLANNING, HOUSING)

24. Monitoring

Prior to recording of the first final map or any grading on the property, the subdivider shall deposit with the City of Rocklin the current fee to pay for the City's time and material cost to administer the Mitigation Monitoring Program. The Community Development Director shall determine if and when additional deposits must be paid for administering the Mitigation Monitoring Program, including additional deposits on subsequent phase final maps. These amounts shall be paid prior to recording subsequent final maps on this project. (ENGINEERING)

25. Indemnification and Duty to Defend

As a condition for project approval, Owner or an agent of Owner acceptable to City shall defend, indemnify, and hold harmless the City and its agents, officers,

and employees from any claim, action, or proceeding, against the City or its agents, officers, and employees; including all costs, attorneys' fees, expenses, and liabilities incurred in the defense of such claim, action, or proceeding to attack, set aside, void or annul an approval by the City and its agents, officers, and employees, or other City advisory agency, appeal board, or legislative body concerning this project approval. City shall promptly notify owner of any such claim, action, or proceeding and shall cooperate fully in the defense of said claim, action, or proceeding. (CITY ATTORNEY)

26. Validity

a. This entitlement shall not be considered valid and approved unless and until the concurrent Environmental (ENV2024-015), General Plan Amendment (GPA2023-0001), General Development Plan Amendment (PDG2023-0004), Rezone (Z2023-0003) have been approved. (PLANNING)

b. This entitlement shall expire three years from the date of approval unless prior to that date a building permit has been issued or a time extension has been granted. (PLANNING)

c. Approval of this entitlement does not relieve the developer of the need to obtain subsequent permits and approvals, such as but not limited to Grading Permits, Improvement Plans, and Building Permits. (PLANNING)

PASSED AND ADOPTED this 14th day of January, 2025, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

EXHIBIT A

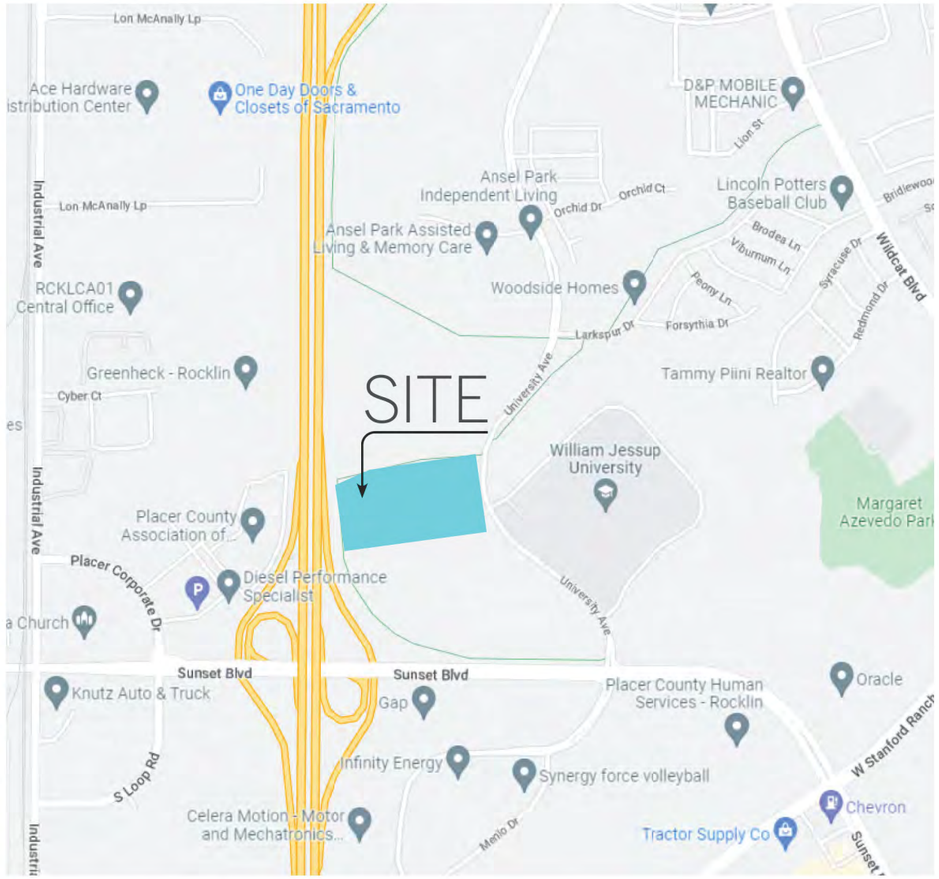
University Avenue Apartments (DR2023-0006)

EXHIBIT A
DR2023-0006

PROPERTIES FUND
Creating Outstanding Communities.

LPAS
Architecture + Design





UNIVERSITY AVENUE APARTMENTS

Rocklin, CA

ENTITLEMENT SET

PROJECT NO. 855-0024

October 25th, 2024

PROJECT TEAM

Owner:
USA Properties Fund Inc.
3200 Douglas Blvd. Suite 200
Roseville, CA 95661

Attn: Sean Reynolds
Tel: (916) 773-6060
Email: sreynolds@usapropfund.com

Architect:
LPAS, Inc.
2484 Natomas Park Drive, Suite 100
Sacramento, CA 95818

Attn: Ron Metzker
Tel: (916) 443-0335
Email: rmetzker@lpas.com

Landscape Architect:
LPAS, Inc.
2484 Natomas Park Drive, Suite 100
Sacramento, CA 95818

Attn: Michael Millett
Tel: (916) 443-0335
Email: mmillett@lpas.com

Civil Engineer:
UBORA Engineering & Planning
2901 Douglas Boulevard, Suite 285
Roseville, CA 95661

Attn: Joe Olsen
Tel: (916) 780-2500
Email: joe@uborainc.com

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EXTERIOR RENDERINGS

UNIVERSITY AVENUE RENDERING

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PROJECT NO. 855-0024

A.02

October 25th, 2024

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EXTERIOR RENDERINGS

ALTERNATE COLOR SCHEME

UNIVERSITY AVE. APTS | **Rocklin, CA**

PROJECT NO. 855-0024

A.03

October 25th, 2024

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EXTERIOR RENDERINGS

CLUBHOUSE

UNIVERSITY AVE. APTS | Rocklin, CA

PROJECT NO. 855-0024

A.03a

October 25th, 2024



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EXTERIOR RENDERINGS

BUILDING A&B

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PROJECT NO. 855-0024

A.03b

October 25th, 2024



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951

EXTERIOR RENDERING

HWY 65

UNIVERSITY AVE. APTS | Rocklin, CA

PROJECT NO. 855-0024

A.03c

October 25th, 2024

PROPOSED PROJECT DATA SUMMARY

LAND USE:

General Plan:	Mixed-Use
Development Plan:	Northwest Rocklin General Development Plan Area
Zoning:	PD-22+ Planned Development 22+ (22 dwelling per acre)
Design Guideline District:	University District
Occupancy Classification:	R2 typical, A3 & B @ clubhouse
Construction Type:	VA, VB
Fire Sprinklers:	NFPA 13
Assessor's Parcel Numbers:	017-276-005 , 017-276-006
Proposed Use:	Multi-Family Residential

SITE AREA:

Gross Site Area:			
Mixed Use Designation:	554,257 SF	12.72 Acres	
	554,257 SF	12.72 Acres	
Net Site Area:	489,228 SF	11.23 Acres	
(Omitting Sewer Easement)			

DENSITY AND NUMBER OF UNITS

1 Bedroom:	74 Units	22.8%	722 Ave SF
2 Bedroom:	169 Units	52.2%	994 Ave SF
3 Bedroom:	81 Units	25.0%	1,240 Ave SF
Total Number of Units:	324 Units	100.0%	993 Ave SF
Density:	25 DU / Gross Acre		

BUILDING AREA AND FAR

Proposed FAR:	0.67
Bldg. A gross area:	26,647
Bldg. B gross area:	39,928
Bldg. C gross area:	82,368
Bldg: D gross area:	83,582
Clubhouse / Pool Bldg. gross area:	6,350
Proposed Building Area (total gross):	372,025 SF
Net Rentable Area:	321,780 SF

SETBACKS:

Front:	20 FT
Side, Interior - North:	65 FT
Side, Interior - South:	20 FT
Rear:	120 FT

HEIGHT:

Building Height:	40 FT

LOT COVERAGE:

Lot Coverage:	23%	128,263 SF

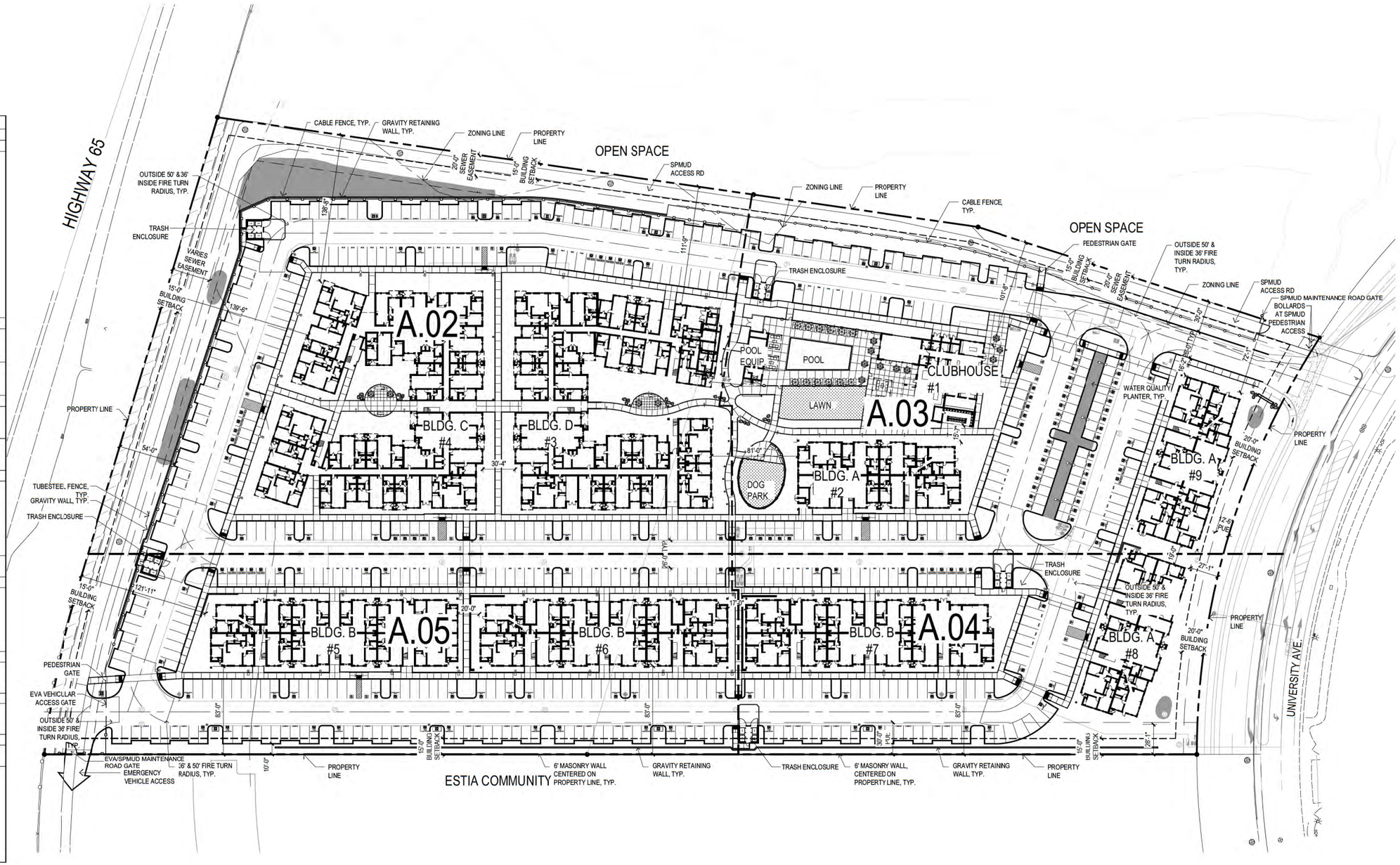
PARKING PROVIDED:

Vehicle Parking Provided:

On-Site:	571 Spaces	1.76 Spaces/Unit
	277 Standard Spaces	49%
	50 Compact Spaces	9%
	12 Accessible Spaces	2%
	30 EV Charging Spaces	5%
	144 EV Ready Spaces	25%
	58 EV Capable Spaces	10%

Note: All Parking is Urcovered

Bike Parking Required: N/A



SCALE: 1" = 50'-0" (0, 50, 100, 150 FT)

PROJECT DATA 1" = 50'-0" | 2

OVERALL SITE PLAN 1" = 50'-0" | 1

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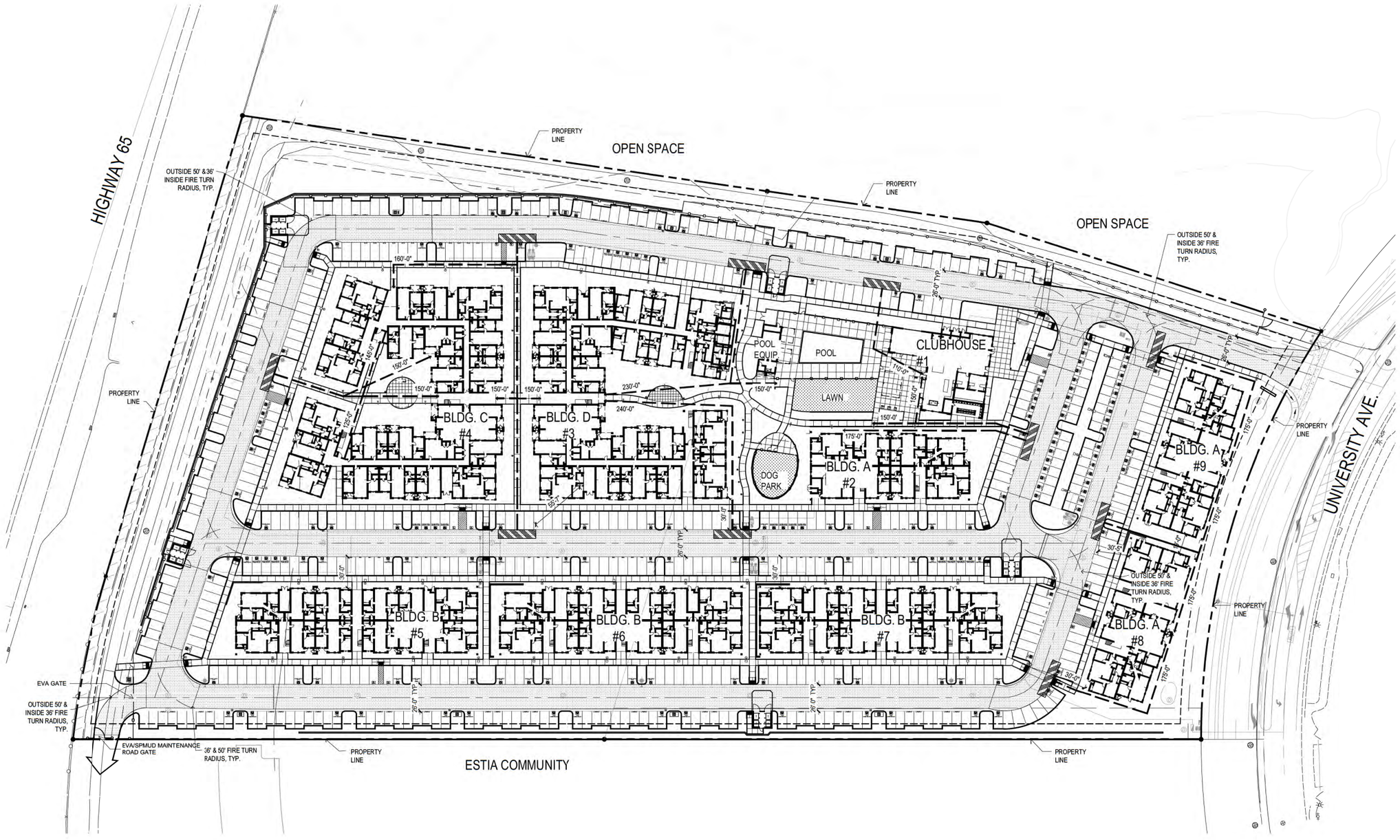
OVERALL SITE PLAN

UNIVERSITY AVE. APTS | Rocklin, CA

A.04

PROJECT NO. 855-0024

October 25th, 2024



NOTES:
THIS PROJECT WILL PURSUE THE FOLLOWING AMMR'S TO ADDRESS FIRE ACCESS:

1. DISTANCE BETWEEN BUILDING AND AERIAL FIRE ACCESS LANE
2. HOSE REACH WITHIN SEMI ENCLOSED AMENITY COURTYARD

FIRE LANE

FIRE TRUCK TURNING RADIUS 50'-0" OUTSIDE 36'-0" INSIDE'

150'-0" FIRE HOSE PULL

FIRE TRUCK

0 50 100 150

SCALE: 1" = 50'-C" FT

N

LEGEND 2

OVERALL FIRE ACCESS PLAN 1
1" = 50'-0"

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OVERALL FIRE ACCESS PLAN

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A.04a

PROJECT NO. 855-0024

October 25th, 2024



EVA VEHICULAR GATE

6' HIGH TRASH ENCLOSURE WALL

6' HIGH MASONRY WALL

VARIES TO 4' HIGH GRAVITY RETAINING WALL

4' HIGH TUBESTEEL FENCE AND GATE

6' HIGH TUBESTEEL FENCE AND GATE

3'-6" HIGH CABLE RAIL FENCE

SCALE: 1" = 50'-C" 0 50 100 150 FT

LEGEND 2

OVERALL FENCE AND WALL PLAN 1
1" = 50'-0"

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OVERALL FENCE AND WALL PLAN

UNIVERSITY AVE. APTS | Rocklin, CA

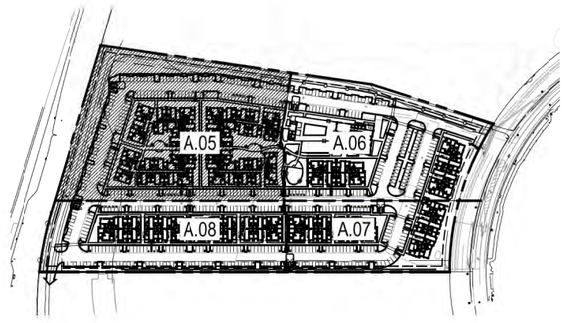
A.04b

PROJECT NO. 855-0024

October 25th, 2024



PARTIAL SITE PLAN 2
1" = 30'-0"



KEY MAP 1

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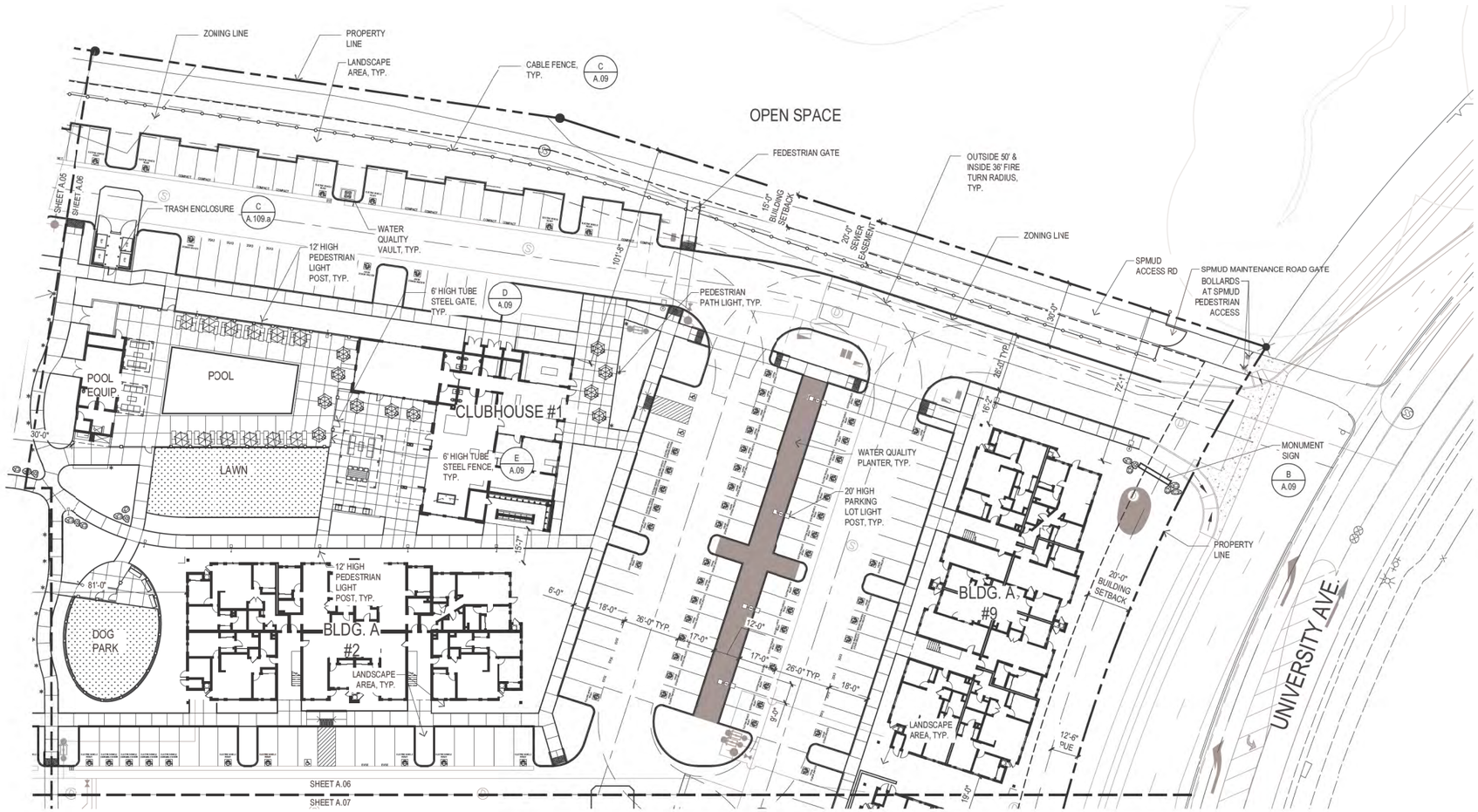
PARTIAL SITE PLAN

UNIVERSITY AVE. APTS | Rocklin, CA

A.05

PROJECT NO. 855-0024

October 25th, 2024



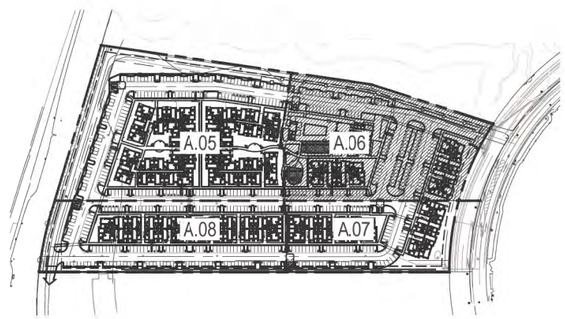
SCALE: 1" = 30'-0"

0 30 60 90 FT

N

PARTIAL SITE PLAN 2

1" = 30'-0"



KEY MAP 1

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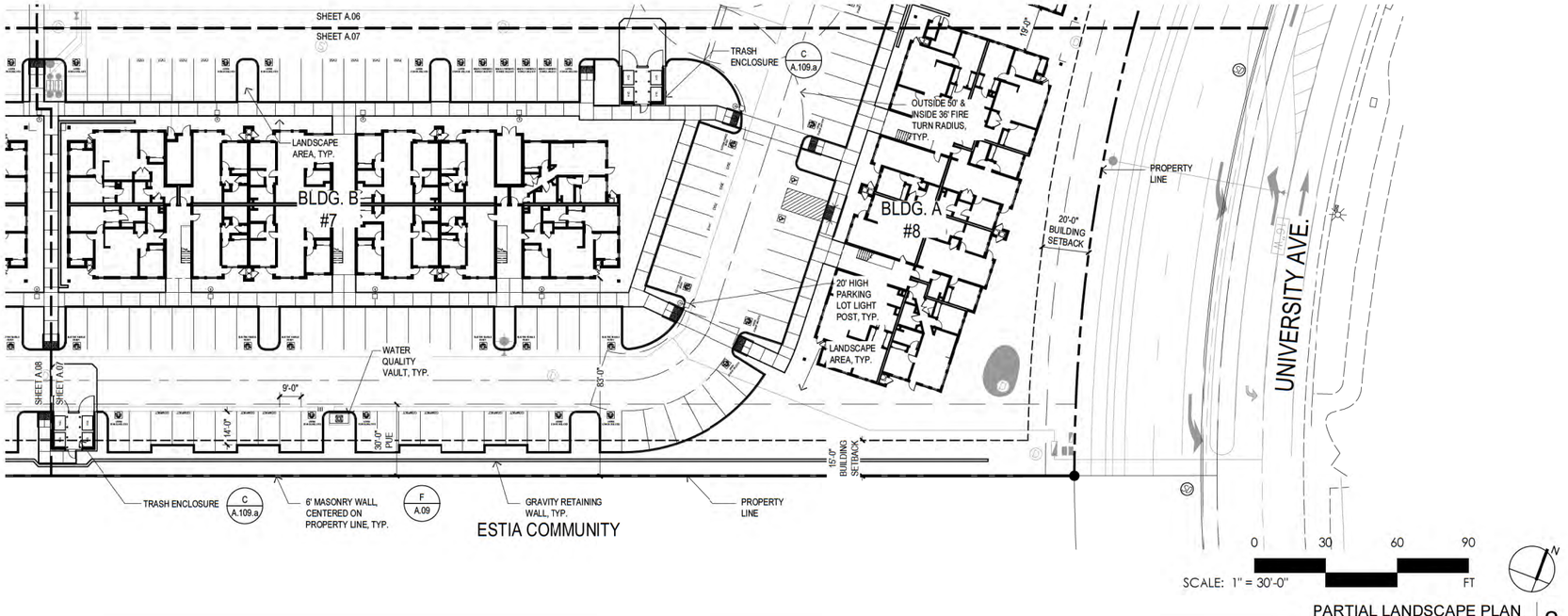
PARTIAL SITE PLAN

UNIVERSITY AVE. APTS | Rocklin, CA

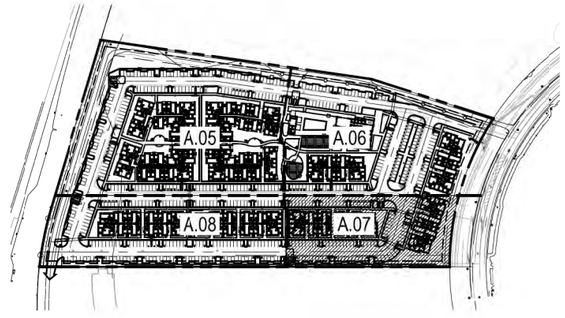
A.06

PROJECT NO. 855-0024

October 25th, 2024



PARTIAL LANDSCAPE PLAN 2
1" = 30'-0"



KEY MAP 1

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PARTIAL SITE PLAN

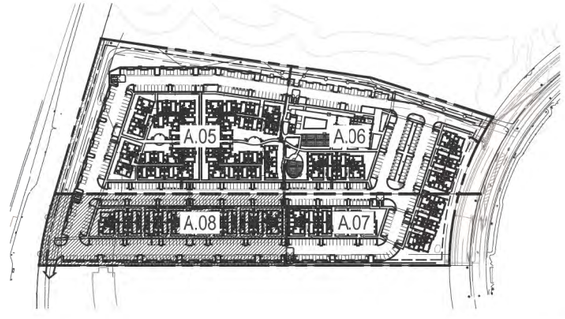
UNIVERSITY AVE. APTS | Rocklin, CA

A.07

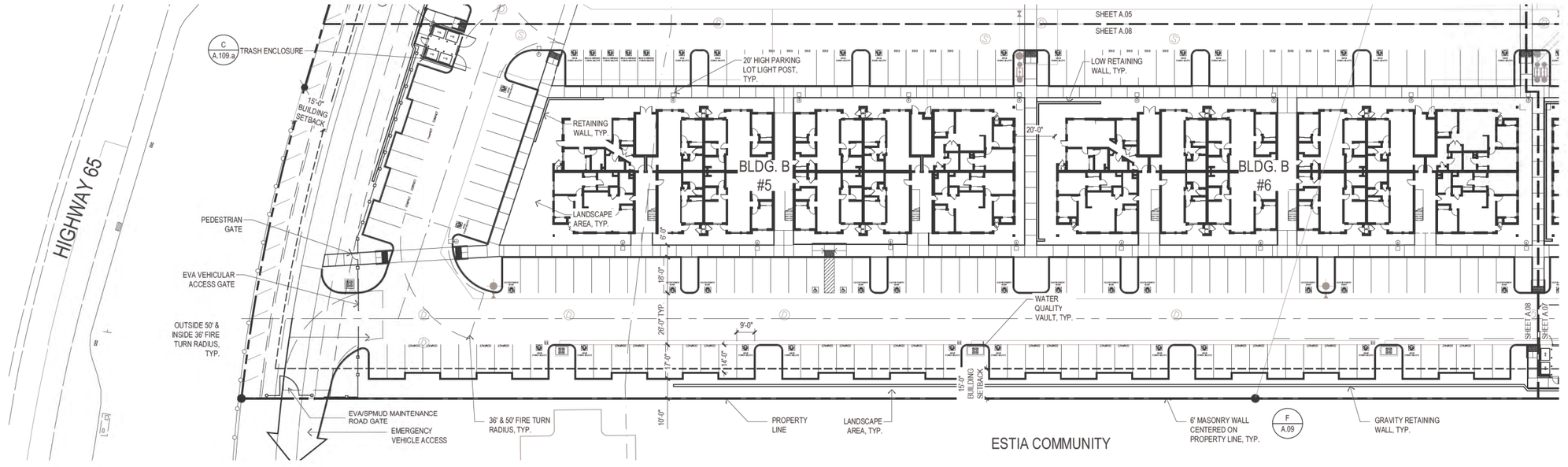
PROJECT NO. 855-0024

October 25th, 2024

957



KEY MAP 1



0 30 60 90

SCALE: 1" = 30'-0" FT

N

PARTIAL SITE PLAN 1" = 30'-0" 2

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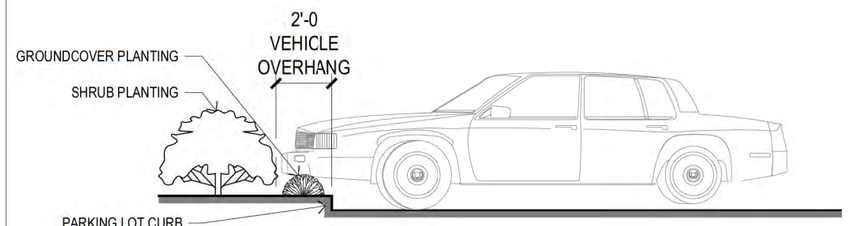
SITE DETAILS

UNIVERSITY AVE. APTS | Rocklin, CA

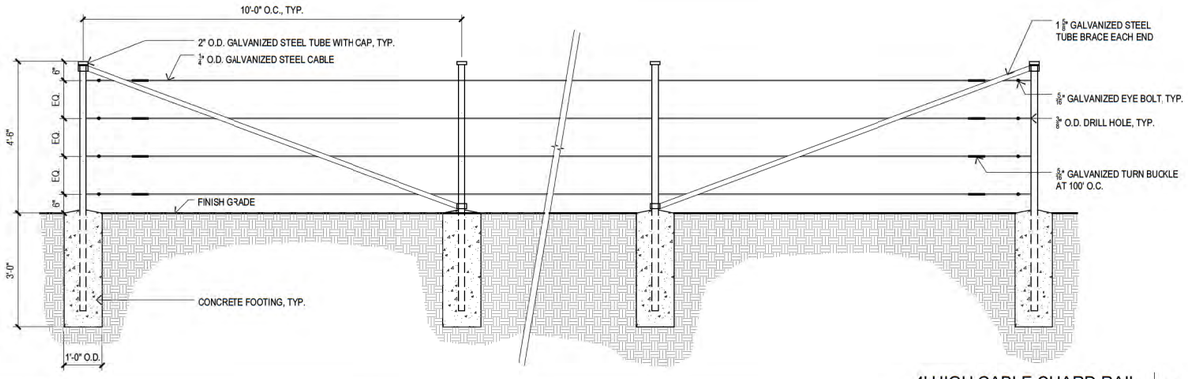
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PROJECT NO. 855-0024

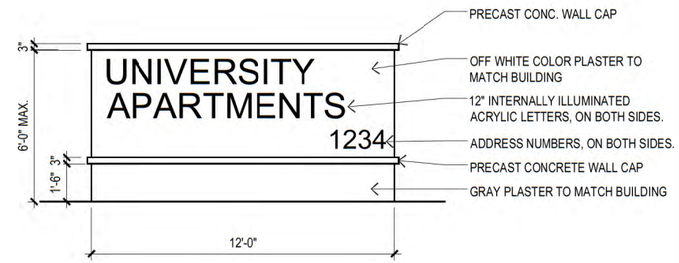
October 25th, 2024



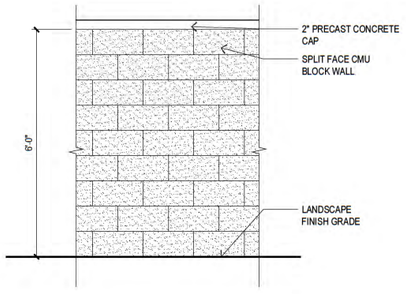
PARKING LOT PLANTING
z855-0024_sp
3/8" = 1'-0"
A



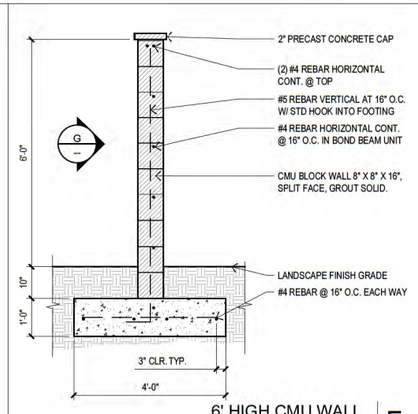
4' HIGH CABLE GUARD RAIL
z855-0024_sp
1/2" = 1'-0"
C



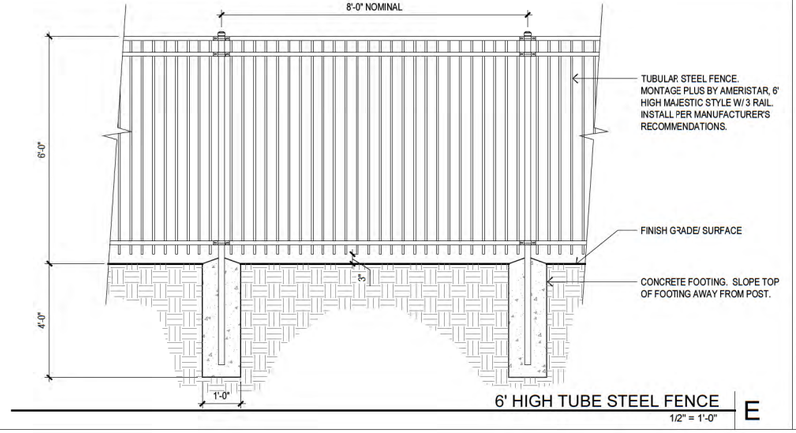
CONCEPTUAL ENTRY DRIVE MONUMENT SIGN
SCALE: 1/2"=1'-0"
B



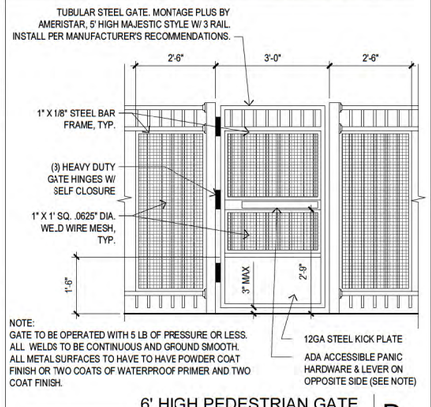
6' HIGH CMU WALL ELEVATION
z855-0024_sp
1/2" = 1'-0"
G



6' HIGH CMU WALL
z855-0024_sp
1/2" = 1'-0"
F



6' HIGH TUBE STEEL FENCE
1/2" = 1'-0"
E



6' HIGH PEDESTRIAN GATE
1/2" = 1'-0"
D

LPAS Architecture + Design

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Creating Outstanding Communities.

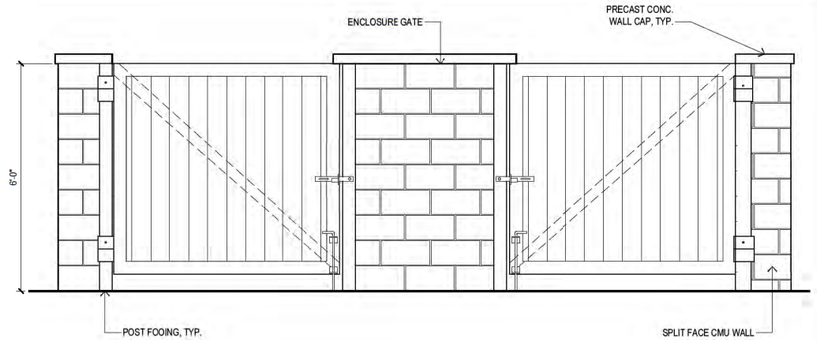
SITE DETAILS

UNIVERSITY AVE. APTS | Rocklin, CA

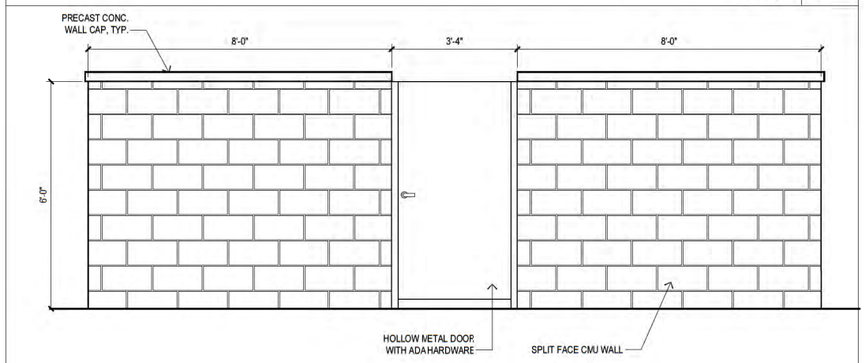
A.09

PROJECT NO. 855-0024

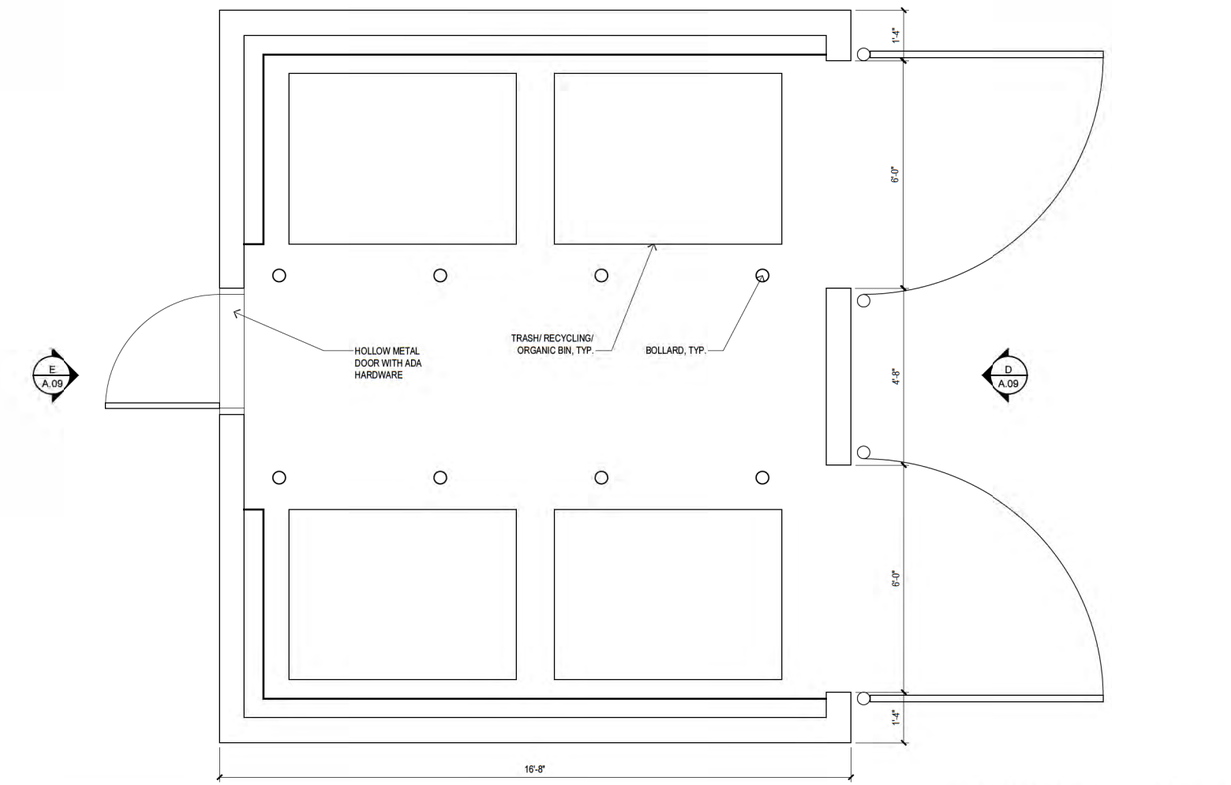
October 25th, 2024



TRASH ENCLOSURE - FRONT ELEVATION D
1/2" = 1'-0"



TRASH ENCLOSURE - REAR ELEVATION E
1/2" = 1'-0"



TRASH ENCLOSURE - PLAN C
1/2" = 1'-0"

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SITE DETAILS

UNIVERSITY AVE. APTS | Rocklin, CA

PROJECT NO. 855-0024

A.09a

October 25th, 2024

EXISTING LAND USE AND DEVELOPMENT STANDARDS

LAND USE:

General Plan:	Mixed-Use Resource - Conservation	
Development Plan:	Northwest Rocklin General Development Plan Area	
Zoning:	PD-LI OS	Planned Development Light Industrial Open Space
Design Guideline District:	University District	
Assessor's Parcel Numbers:	017-276-005 , 017-276-006	

SITE AREA:

Gross Site Area:			
Mixed Use Designation:	536,482	SF	12.32 Acres
Resource - Conservation:	17,775	SF	0.41 Acres
	554,257	SF	12.72 Acres

DENSITY AND NUMBER OF UNITS

Max Number of Units (General Plan):	509	Units
Max Allowable Density (General Plan):	40	DU/Acre

BUILDING AREA AND FAR

Max Allowable FAR (General Plan):	1.6	
Max Allowable SF	886,812	SF

SETBACKS:

Setbacks from the Northwest Rocklin General Development Plan PD-24+

Front:	20 FT
Side, Interior - North:	15 FT
Side, Interior - South:	15 FT
Rear:	15 FT

HEIGHT LIMIT AND STORIES:

Height Limits from the Northwest Rocklin General Development Plan PD-24+

Max Height Limit:	50 FT

LOT COVERAGE

Lot Coverage from the Northwest Rocklin General Development Plan PD-24+

Max Lot Coverage:	70%	620,768	SF

PARKING REQUIRED:

Vehicle Parking Required:

State Density Bonus, Government Code 65915(p):

1 Bdr	1 Spaces / Unit	74	Spaces
2 Bdr	1.5 Spaces / Unit	254	Spaces
3 Bdr	1.5 Spaces / Unit	122	Spaces
Visitor	0 Spaces / Unit	-	Spaces
	1.39 Spaces / Unit	449	Spaces

Bike Parking Required: N/A

PROPOSED PROJECT DATA SUMMARY

LAND USE:

General Plan:	Mixed-Use	
Development Plan:	Northwest Rocklin General Development Plan Area	
Zoning:	PD-22+	Planned Development 22+ (22 dwelling per acre)
Design Guideline District:	University District	
Occupancy Classification:	R2 typical, A3 & B @ clubhouse	
Construction Type:	VA, VB	
Fire Sprinklers:	NFPA 13	
Assessor's Parcel Numbers:	017-276-005 , 017-276-006	
Proposed Use:	Multi-Family Residential	

SITE AREA:

Gross Site Area:			
Mixed Use Designation:	554,257	SF	12.72 Acres
	554,257	SF	12.72 Acres
Net Site Area:	489,228	SF	11.23 Acres
(Omitting Sewer Easement)			

DENSITY AND NUMBER OF UNITS

1 Bedroom:	74	Units	22.8%	722 Ave SF
2 Bedroom:	169	Units	52.2%	994 Ave SF
3 Bedroom:	81	Units	25.0%	1,240 Ave SF
Total Number of Units:	324	Units	100.0%	993 Ave SF
Density:	25	DU / Gross Acre		

BUILDING AREA AND FAR

Proposed FAR:	0.67
Bldg. A gross area:	26,647
Bldg. B gross area:	39,928
Bldg. C gross area:	82,368
Bldg: D gross area:	83,582
Clubhouse / Pool Bldg. gross area:	6,350
Proposed Building Area (total gross):	372,025 SF
Net Rentable Area:	321,780 SF

SETBACKS:

Front:	20 FT
Side, Interior - North:	65 FT
Side, Interior - South:	20 FT
Rear:	120 FT

HEIGHT:

Building Height:	40 FT

LOT COVERAGE:

Lot Coverage:	23%	128,263 SF

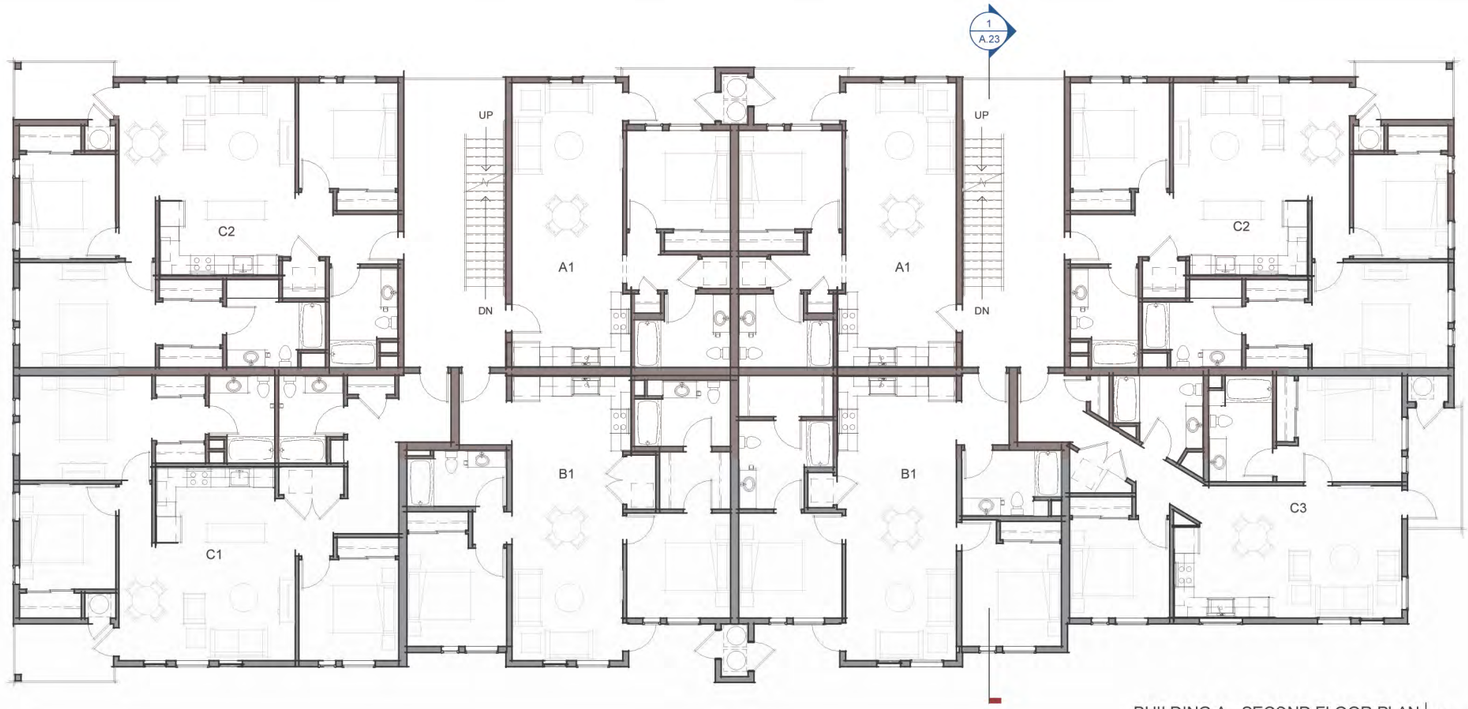
PARKING PROVIDED:

Vehicle Parking Provided:

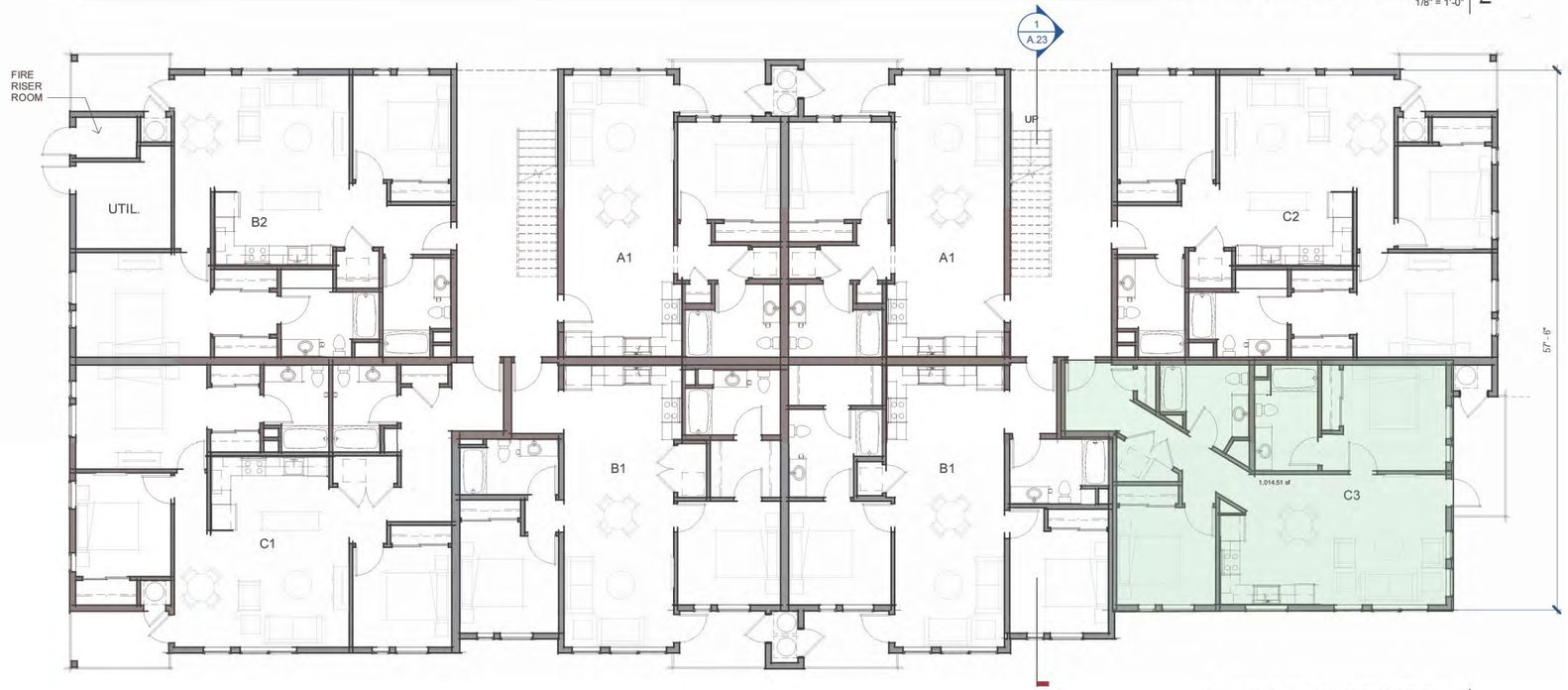
On-Site:	571	Spaces	1.76 Spaces/Unit
	277	Standard Spaces	49%
	50	Compact Spaces	9%
	12	Accessible Spaces	2%
	30	EV Charging Spaces	5%
	144	EV Ready Spaces	25%
	58	EV Capable Spaces	10%

Note: All Parking is Uncovered

Bike Parking Required: N/A



BUILDING A - SECOND FLOOR PLAN 2
1/8" = 1'-0"



BUILDING A - FIRST FLOOR PLAN 1
1/8" = 1'-0"

0 4 8 12
FT
SCALE: 1/8"=1'-0"

LPAS Architecture + Design

PROPERTIES FUND
Creating Outstanding Communities.

962

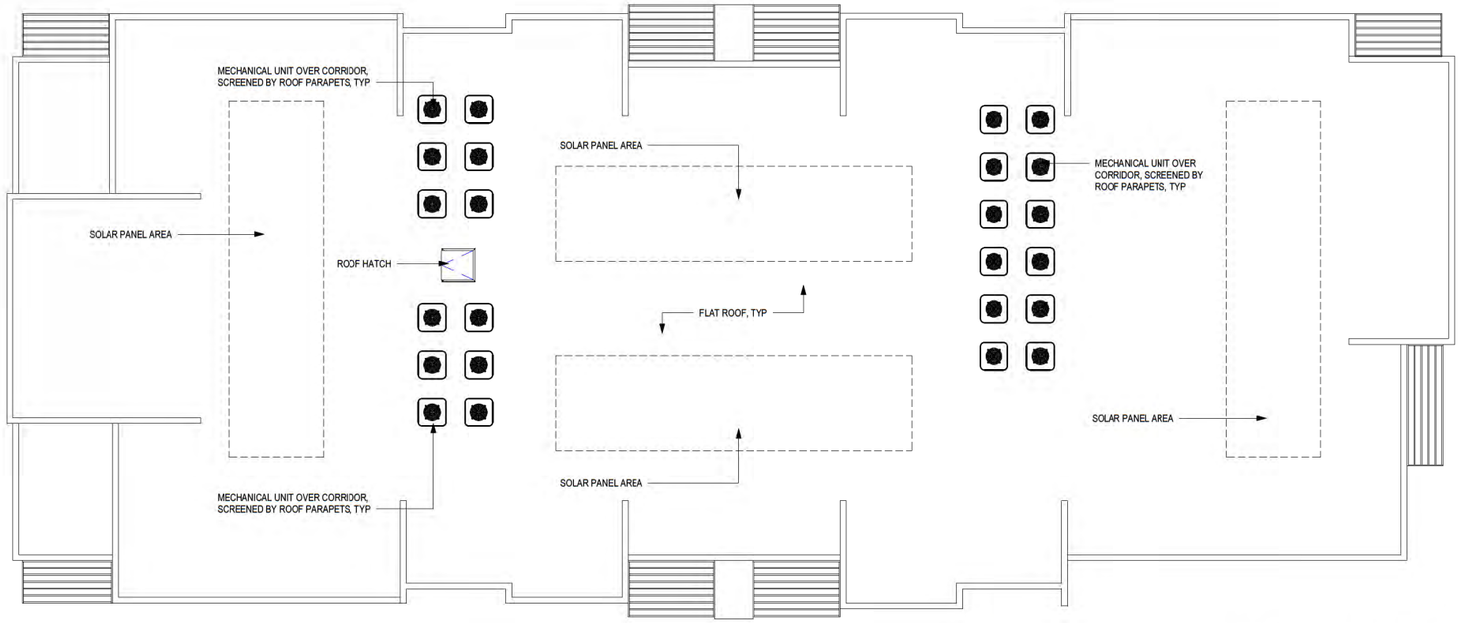
BUILDING A
FIRST AND SECOND FLOOR PLANS

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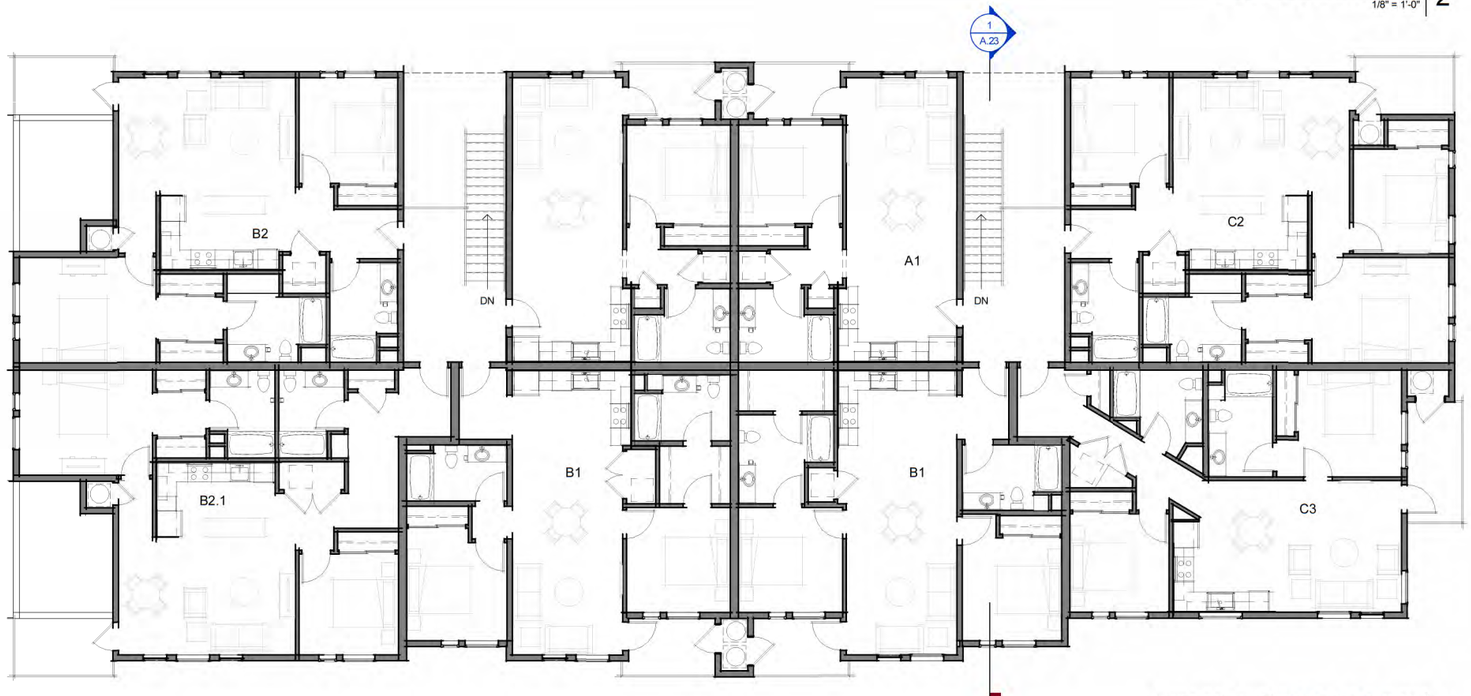
PROJECT NO. 855-0024

A.11

October 25th, 2024



BUILDING A - ROOF PLAN 2
1/8" = 1'-0"



BUILDING A - THIRD FLOOR PLAN 1
1/8" = 1'-0"

0 4 8 12
FT
SCALE: 1/8"=1'-0"

LPAS Architecture + Design

PROPERTIES FUND
Creating Outstanding Communities.

963

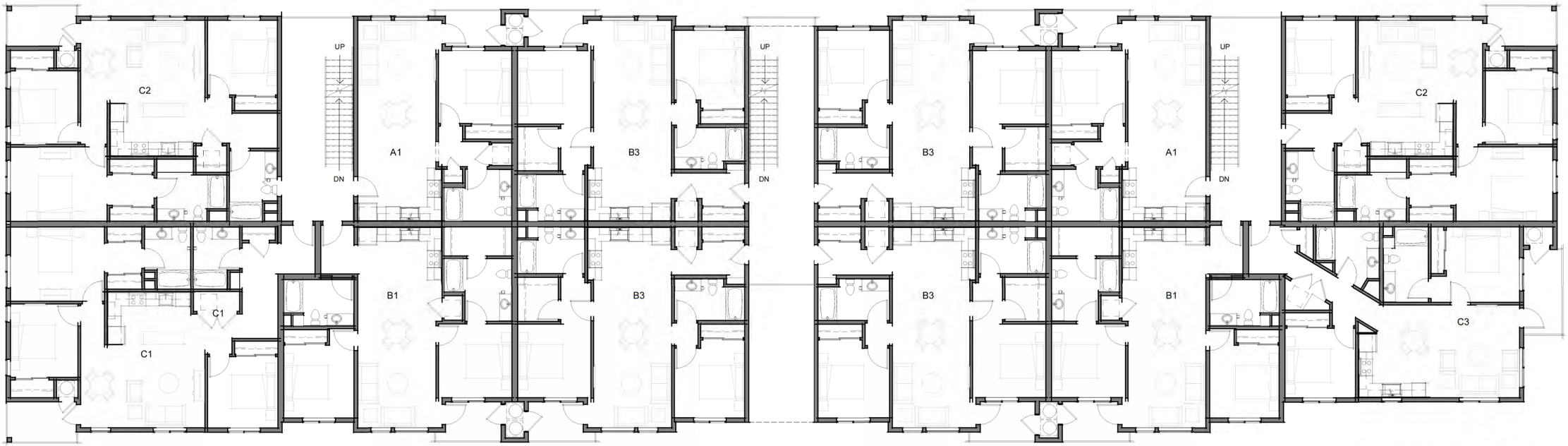
BUILDING A
THIRD FLOOR & ROOF PLAN

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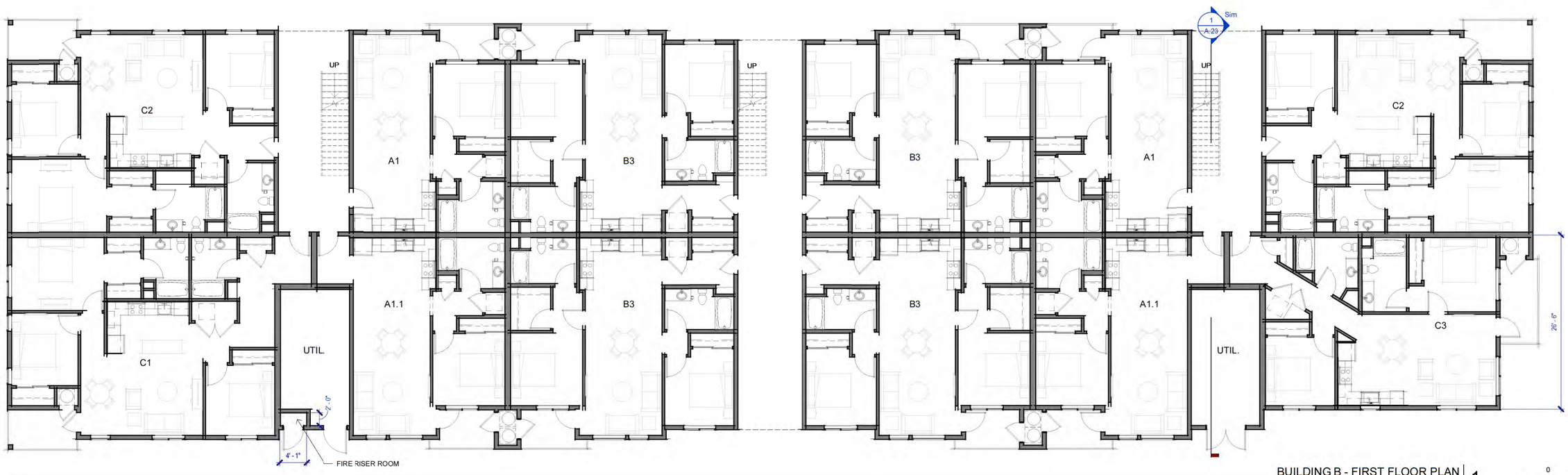
PROJECT NO. 855-0024

A.12

October 25th, 2024



BUILDING B - SECOND FLOOR PLAN
1/8" = 1'-0"
2



BUILDING B - FIRST FLOOR PLAN
1/8" = 1'-0"
1

0 4 8 12 FT
SCALE: 1/8"=1'-0"

LPAS Architecture + Design

USA PROPERTIES FUND
Creating Outstanding Communities.

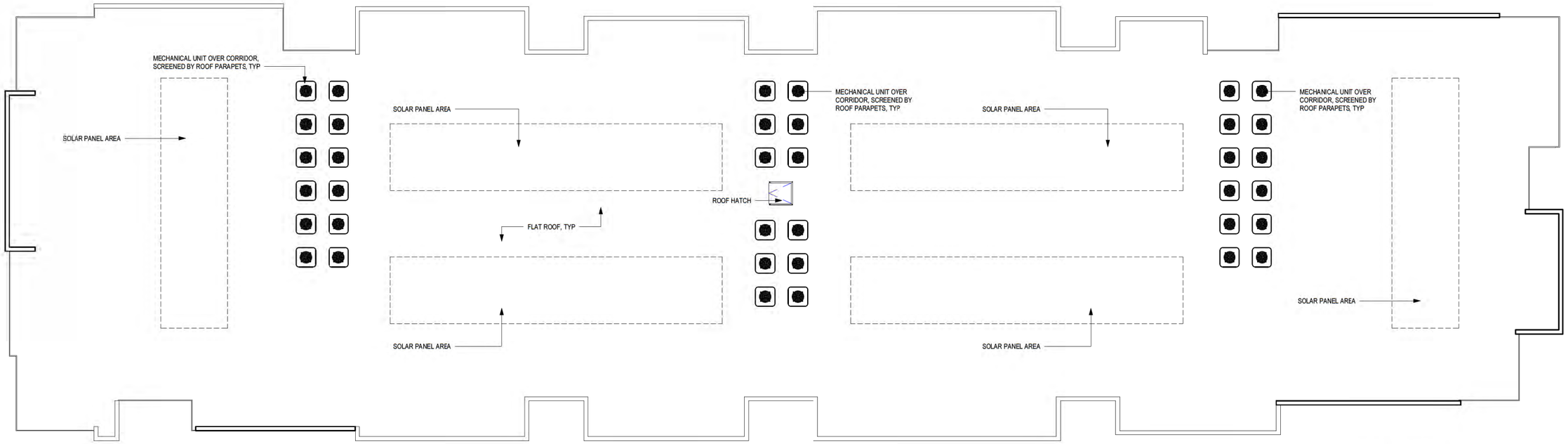
BUILDING B
FIRST AND SECOND FLOOR PLANS

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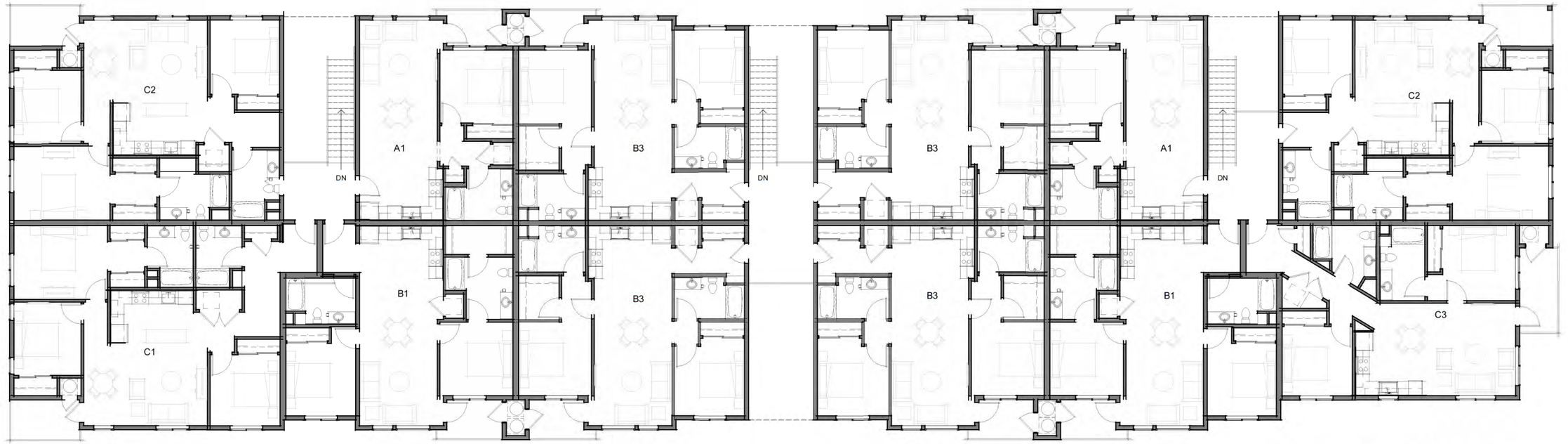
PROJECT NO. 855-0024

A.13

October 25th, 2024



BUILDING B - ROOF PLAN 2
1/8" = 1'-0"



BUILDING B - THIRD FLOOR PLAN 1
1/8" = 1'-0"

0 4 8 12 FT
SCALE: 1/8"=1'-0"

LPAS Architecture + Design

PROPERTIES FUND
Creating Outstanding Communities.

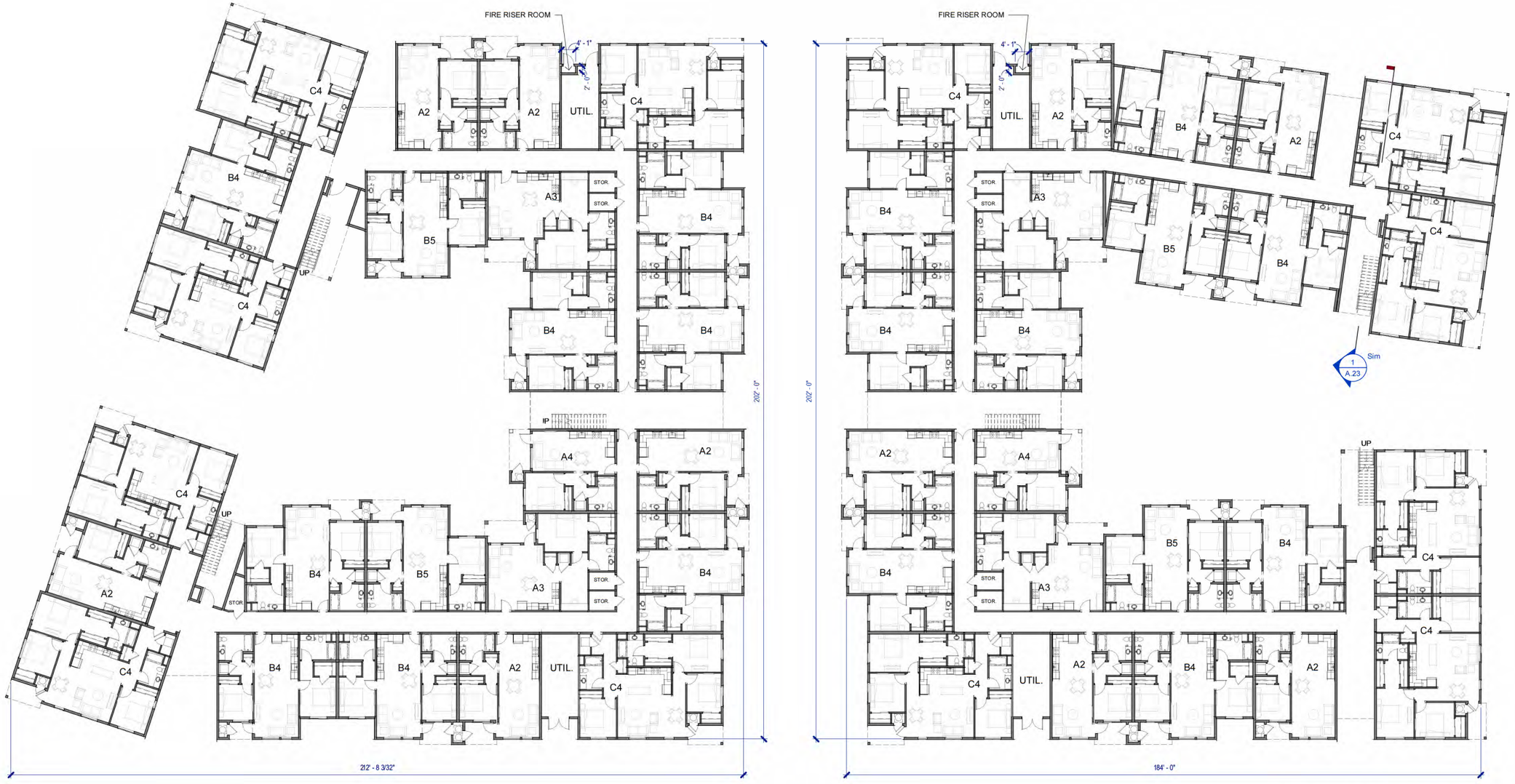
BUILDING B
THIRD FLOOR & ROOF PLAN

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A.14

October 25th, 2024



BUILDINGS C AND D - FIRST FLOOR PLAN | 1
1/16" = 1'-0"

0 8 16 24
FT
SCALE: 1/16"=1'-0"

LPAS Architecture + Design

USA PROPERTIES FUND
Creating Outstanding Communities.

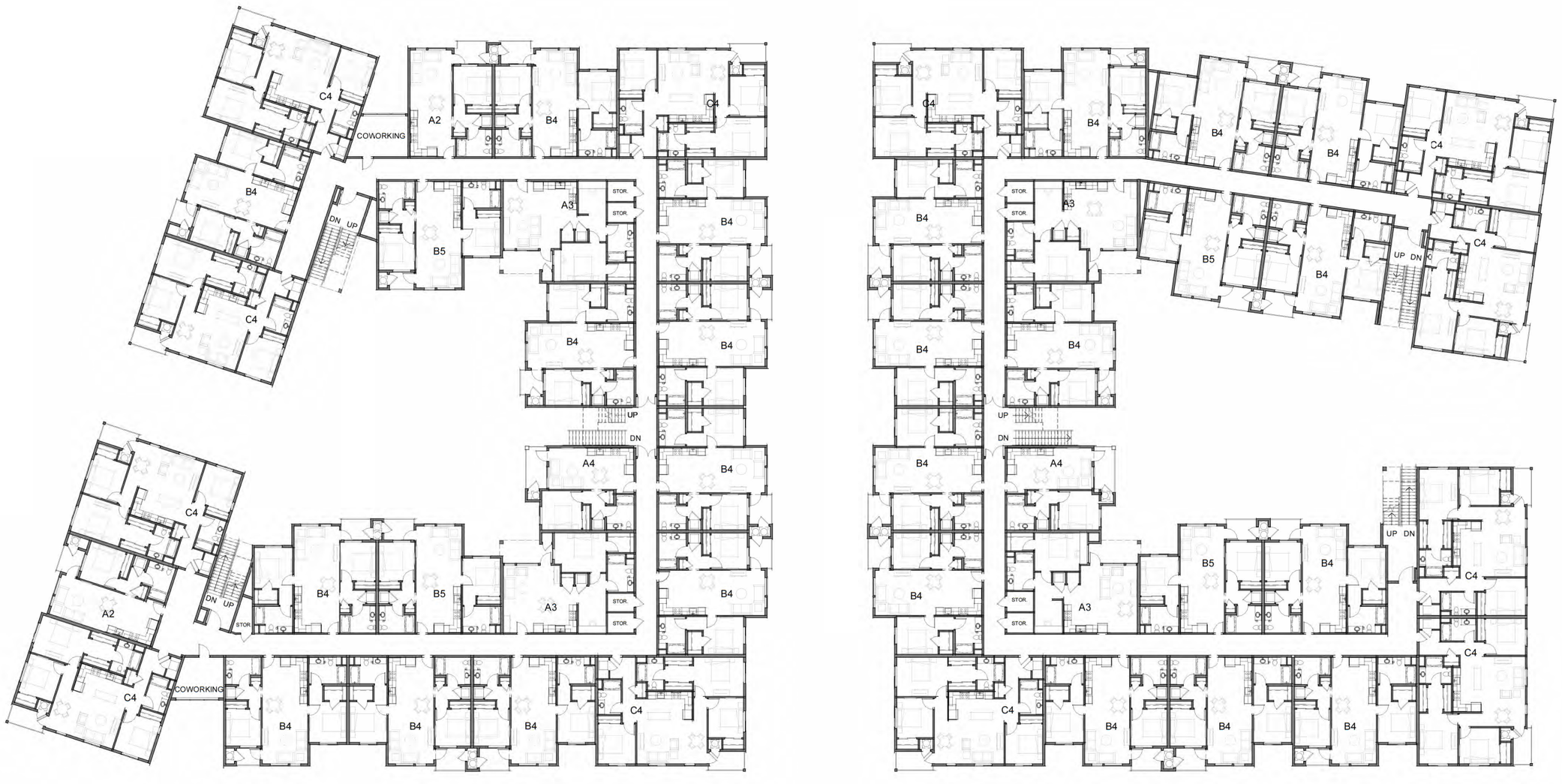
BUILDING C AND D
FIRST FLOOR PLAN

UNIVERSITY AVE. APTS | Rocklin, CA

PROJECT NO. 855-0024

A.15

October 25th, 2024



BUILDINGS C AND D - SECOND FLOOR PLAN | 1
1/16" = 1'-0"

0 8 16 24
FT
SCALE: 1/16"=1'-0'

LPAS Architecture + Design

USA PROPERTIES FUND
Creating Outstanding Communities.

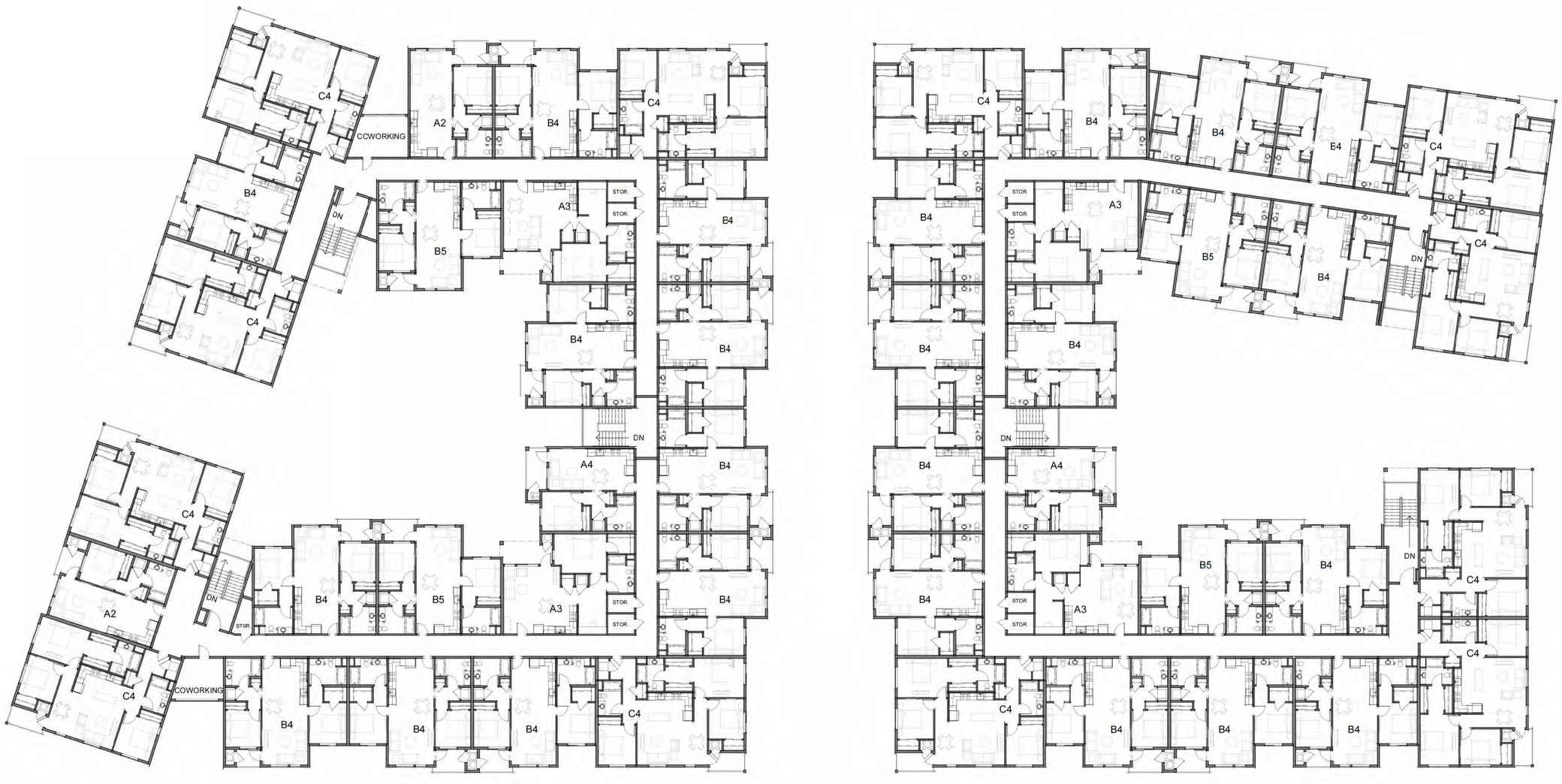
BUILDING C AND D
SECOND FLOOR PLAN

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PROJECT NO. 855-0024

A.16

October 25th, 2024



BUILDINGS C AND D - THIRD FLOOR PLAN | 1
1/16" = 1'-0"

0 4 8 12 FT

LPAS Architecture + Design

PROPERTIES FUND
Creating Outstanding Communities.

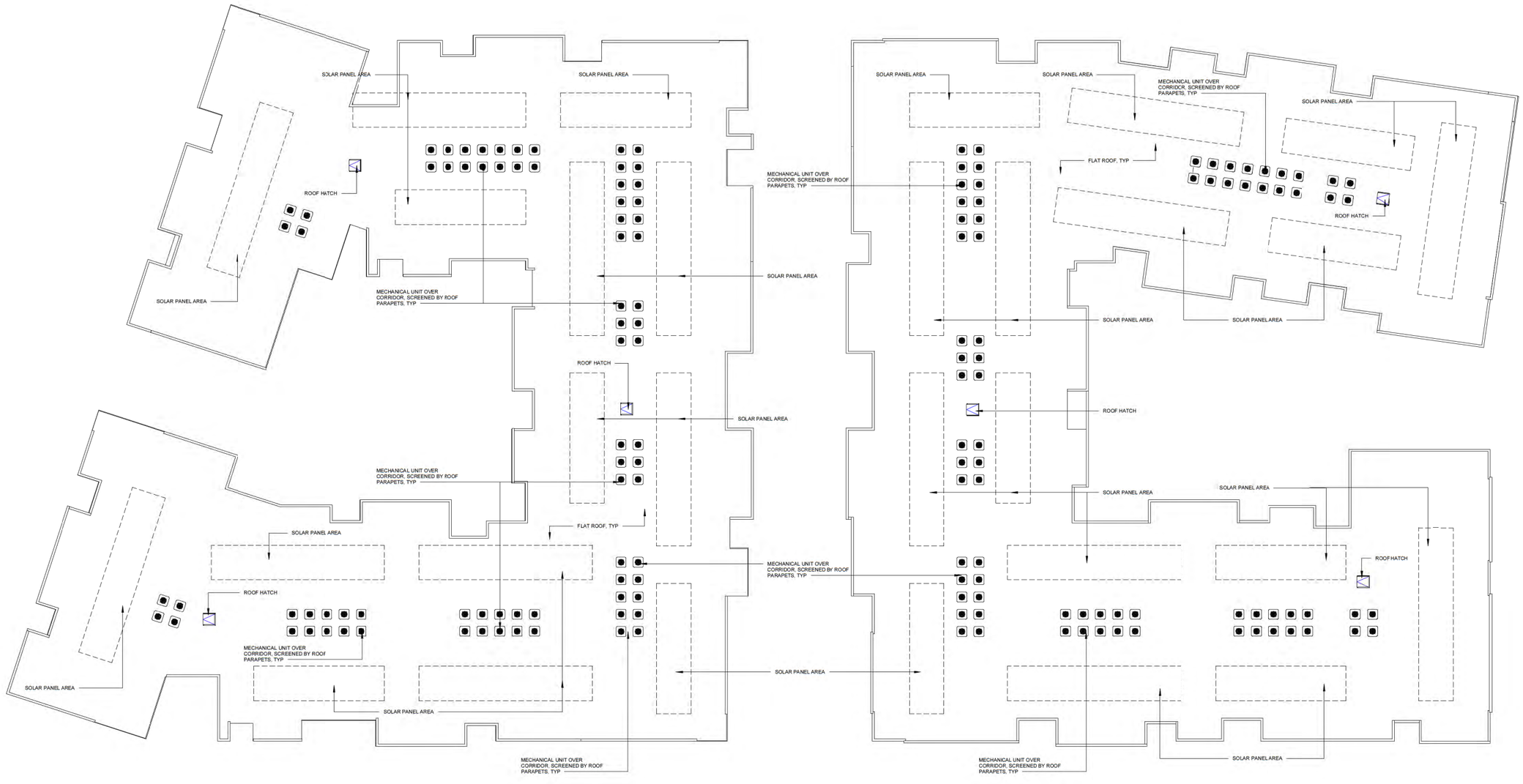
BUILDING C AND D
THIRD FLOOR PLAN

UNIVERSITY AVE. APTS | Rocklin, CA

PROJECT NO. 855-0024

A.17

October 25th, 2024



BUILDINGS C AND D - ROOF PLAN 1
1/16" = 1'-0"

0 8 16 24 FT
SCALE: 1/16"=1'-0"

LPAS Architecture + Design

USA PROPERTIES FUND
Creating Outstanding Communities.

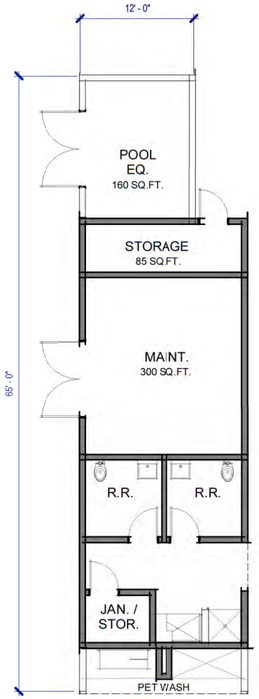
BUILDING C AND D
ROOF PLANS

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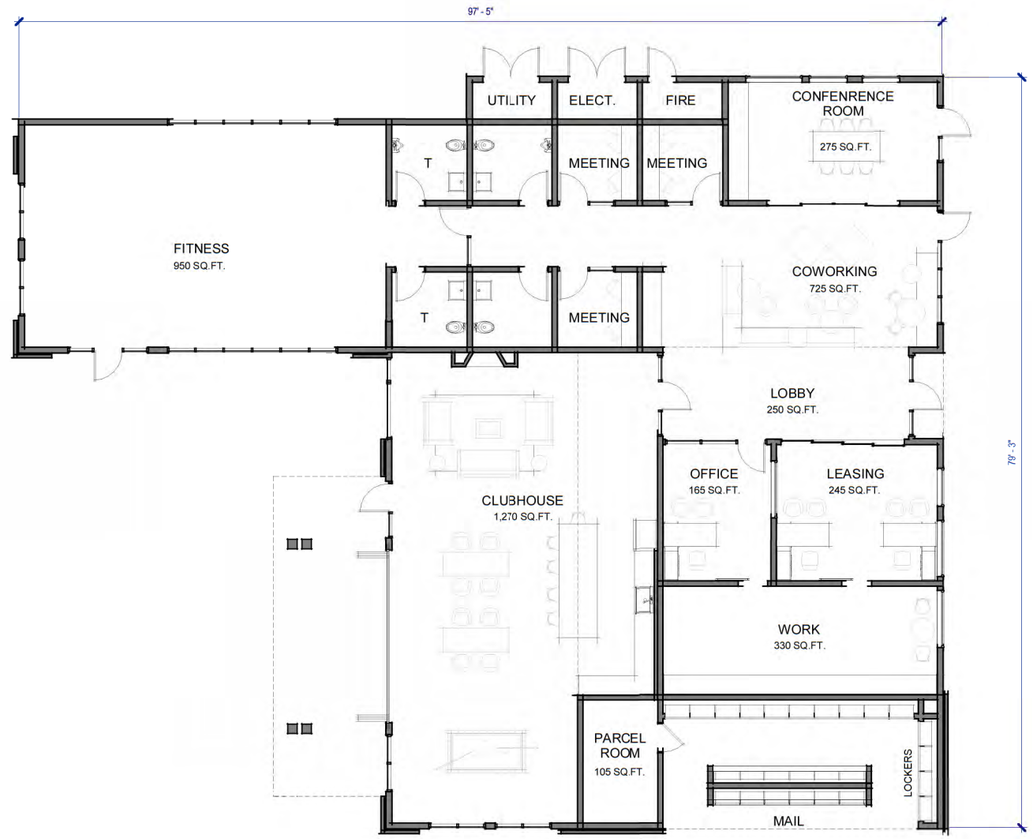
PROJECT NO. 855-0024

A.18

October 25th, 2024



POOL BUILDING - 650 SQ. FT.



CLUBHOUSE - 5,110 SQ. FT.
1/8" = 1'-0"

1

0 4 8 12
FT
SCALE: 1/8"=1'-0"

LPAS Architecture + Design

USA PROPERTIES FUND
Creating Outstanding Communities.

CLUBHOUSE AND POOL BUILDING
FLOOR PLANS

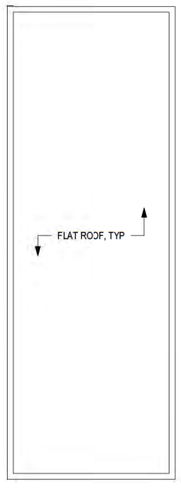
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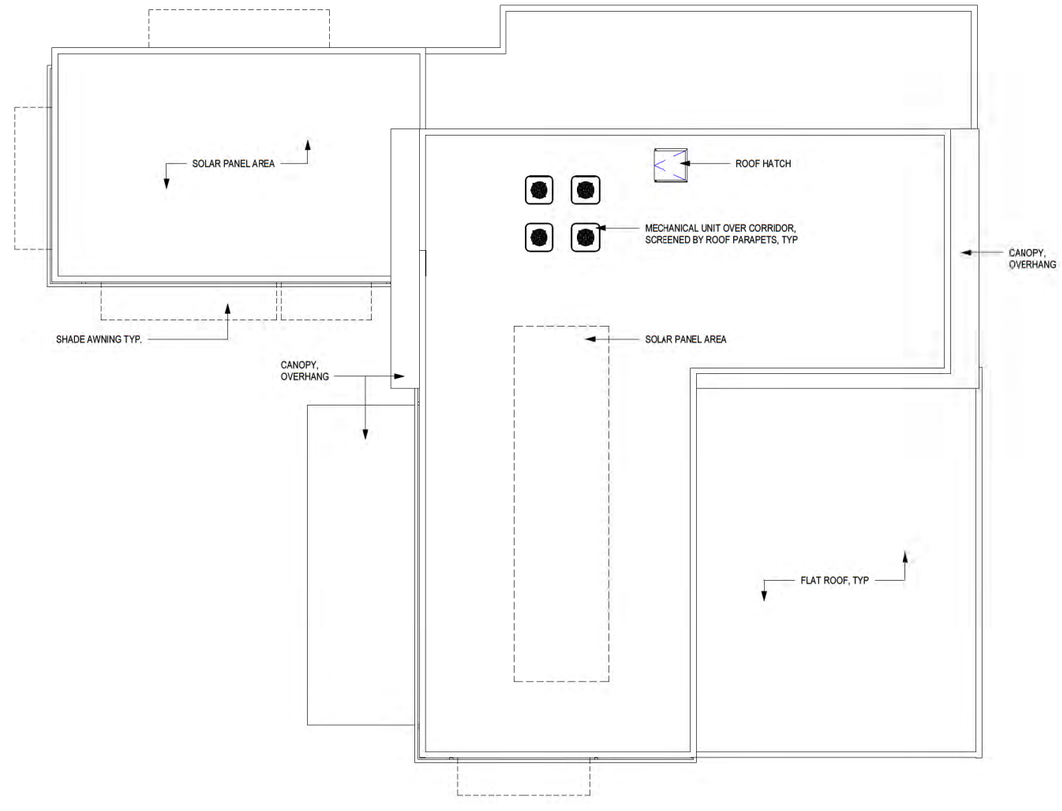
A.19

PROJECT NO. 855-0024

October 25th, 2024

970





POOL BUILDING

ROOF CLUBHOUSE | 2
1/8" = 1'-0"

0 4 8 12
FT
SCALE: 1/8"=1'-0"

LPAS Architecture + Design

USA PROPERTIES FUND
Creating Outstanding Communities.

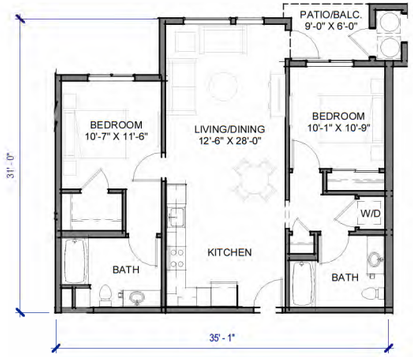
CLUBHOUSE AND POOL BUILDING
ROOF PLANS

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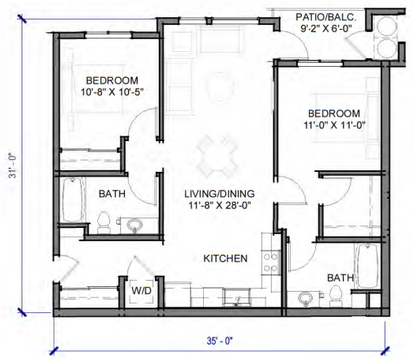
PROJECT NO. 855-0024

A.20

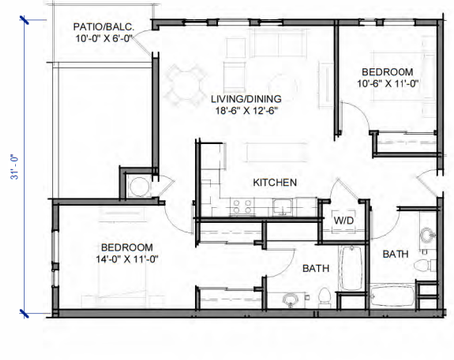
October 25th, 2024



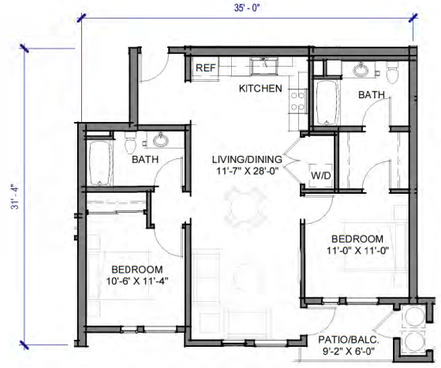
Unit Plan B4 | 8
NG: 968 SF / NR: 910 SF
OCCURS 64 TIMES
1/8" = 1'-0"



Unit Plan B3 | 7
NG: 1,022 SF / NR: 941 SF
OCCURS 36 TIMES
1/8" = 1'-0"



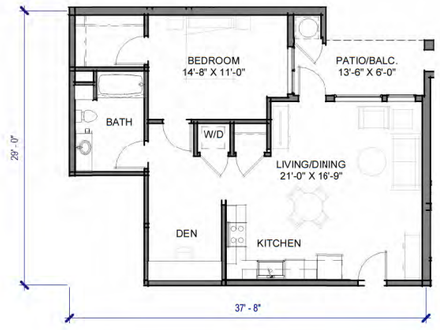
Unit Plan B2/B2.1 | 6
NG: 1,034 SF / 957 SF
NG: 1100 SF / 997 SF
OCCURS 3 TIMES
1/8" = 1'-0"



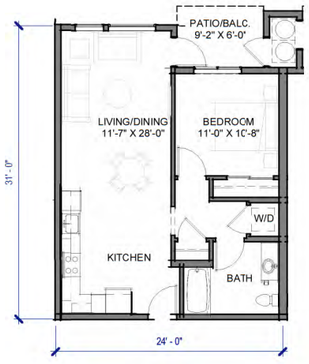
Unit Plan B1 | 5
NG: 980 SF ! 891 SF
OCCURS 24 TIMES
1/8" = 1'-0"



Unit Plan A4 | 4
NG: 622 SF / NR: 575 SF
OCCURS 6 TIMES
1/8" = 1'-0"



Unit Plan A3 | 3
NG: 966 SF / NR: 890 SF
OCCURS 12 TIMES
1/8" = 1'-0"



Unit Plan A2 | 2
NG: 697 SF / NR: 639 SF
OCCURS 14 TIMES
1/8" = 1'-0"



Unit Plan A1/A1.1 | 1
NG: 688 SF / 636 SF
NG: 734 SF / 685 SF
OCCURS 36/12 TIMES
1/8" = 1'-0"

0 4 8 12
FT
SCALE: 1/8"=1'-0"

LPAS Architecture + Design

USH PROPERTIES FUND
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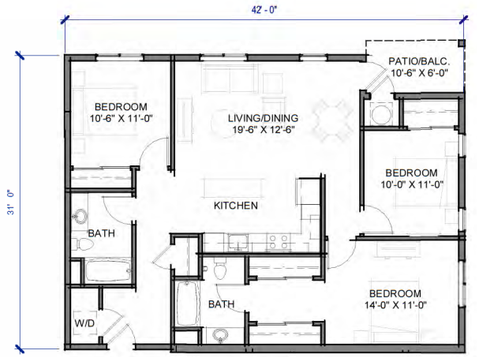
UNIT PLANS

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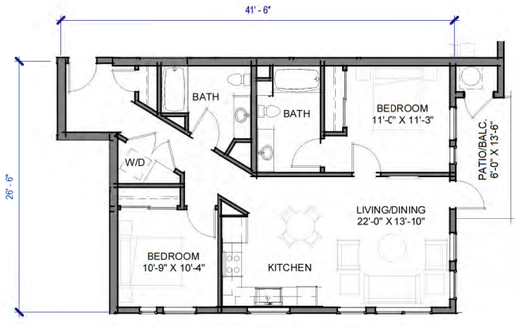
A.21

PROJECT NO. 855-0024

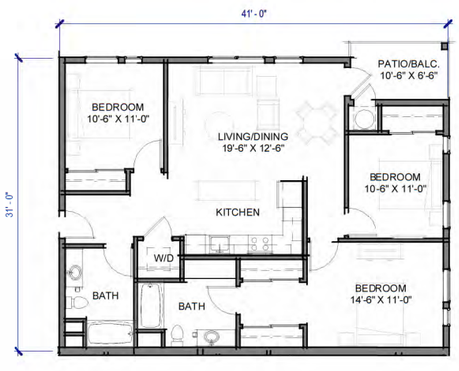
October 25th, 2024



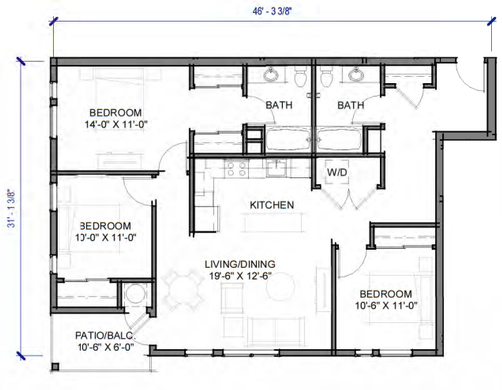
Unit Plan C4 | 5
1/8" = 1'-0"
NG: 1,258 SF / NR: 1197 SF
OCCURS 36 TIMES



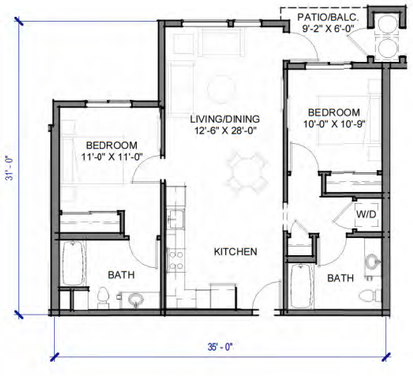
Unit Plan C3 | 4
1/8" = 1'-0"
NG: 994 SF / NR: 923 SF
OCCURS 18 TIMES



Unit Plan C2 | 3
1/8" = 1'-0"
NG: 1,233 SF / NR: 1133 SF
OCCURS 8 TIMES



Unit Plan C1 | 2
1/8" = 1'-0"
NG: 1,200 SF / NR 1067 SF
NG: 1,246 SF / NR 1109 SF
OCCURS 5 TIMES



Unit Plan B5 | 1
1/8" = 1'-0"
NG: 942 SF / NR: 880 SF
OCCURS 12 TIMES

0 4 8 12
FT
SCALE: 1/8"=1'-0"

LPAS Architecture + Design

USA PROPERTIES FUND
Creating Outstanding Communities.

UNIT PLANS

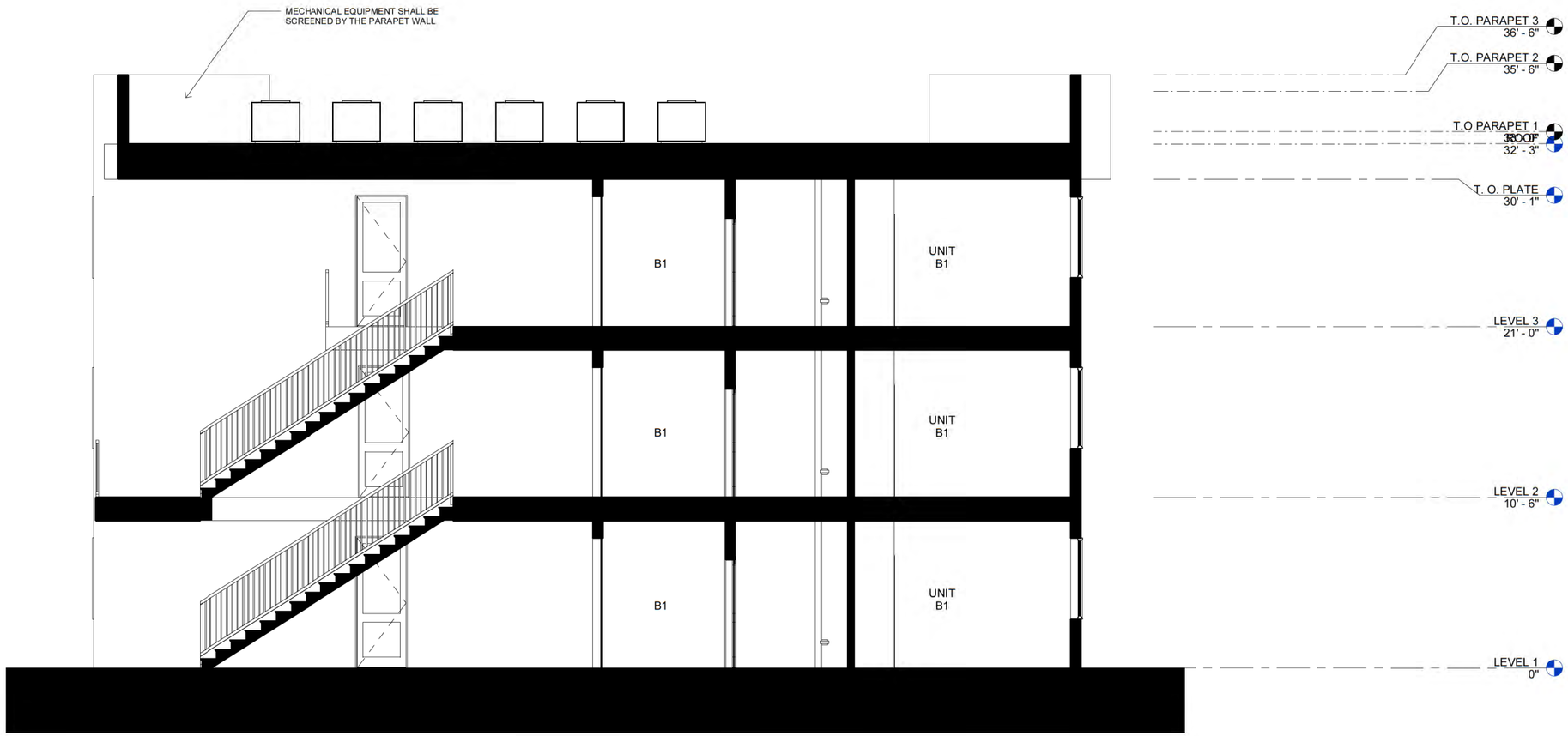
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A.22

PROJECT NO. 855-0024

October 25th, 2024

973



TYPICAL BUILDING SECTION - BUILDING A | 1
1/4" = 1'-0"

0 4 8 12
SCALE: 1/8"=1'-0" FT

LPAS Architecture + Design

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BUILDING SECTION

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A.23

PROJECT NO. 855-0024

October 25th, 2024

1. CEMENT PLASTER - SW 7014 “EIDER WHITE”

2. CEMENT PLASTER - SW 7043 “WORLDLY GRAY”



3. CEMENT PLASTER - SW 6276 “MYSTICAL SHADE”



4. ACCENT COLOR BLOCKS



5. CEMENT PLASTER - SW 6243 “DISTANCE”



6. FIBER CEMENT EXTERIOR SIDING - SW 6243 “DISTANCE”

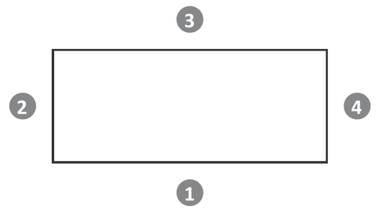
7. DECORATIVE PERFORATED METAL RAILINGS - BRONZE FINISH



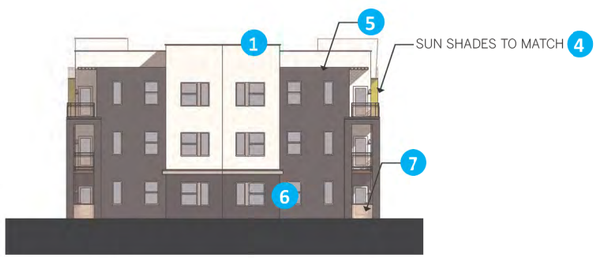
8. WHITE VINYL WINDOWS, TYP.



9. BUILDING MOUNTED LIGHTING, TYP. - BEGA 33243, B.O.D.



LEGEND PLAN



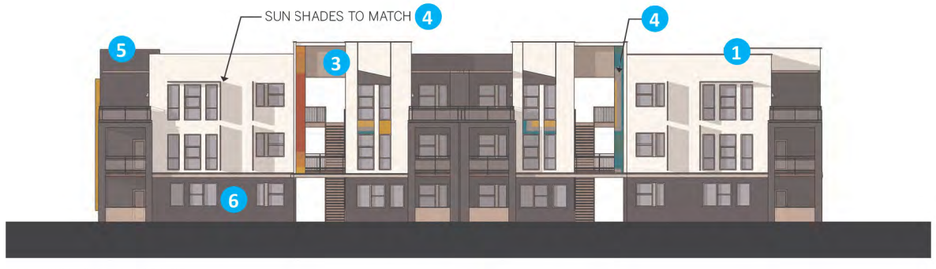
4. SIDE ELEVATION



3. STREET ELEVATION



2. SIDE ELEVATION



1. BACK ELEVATION

00 8 16 32

Scale: 1/16" = 1'-0"

LPAS Architecture + Design

PROPERTIES FUND Creating Outstanding Communities.

EXTERIOR ELEVATIONS

BUILDING A

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PROJECT NO. 855-0024

A.24

October 25th, 2024

1. CEMENT PLASTER - SW 7014 “EIDER WHITE”

2. CEMENT PLASTER - SW 7043 “WORLDLY GRAY”

3. CEMENT PLASTER - SW 6276 “MYSTICAL SHADE”

4. ACCENT COLOR BLOCKS

5. CEMENT PLASTER - SW 6243 “DISTANCE”

6. FIBER CEMENT EXTERIOR SIDING - SW 6243 “DISTANCE”

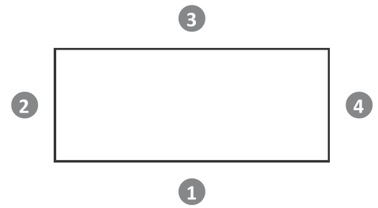
7. DECORATIVE PERFORATED METAL RAILINGS - BRONZE FINISH



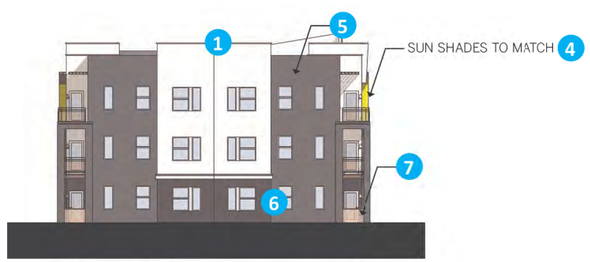
8. WHITE VINYL WINDOWS, TYP.



9. BUILDING MOUNTED LIGHTING, TYP. - BEGA 33243, B.O.D.



LEGEND PLAN



4. SIDE ELEVATION



3. STREET ELEVATION



2. SIDE ELEVATION



1. BACK ELEVATION

Scale: 1/16" = 1'-0"

00 8 16 32

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EXTERIOR ELEVATIONS

BUILDING B

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PROJECT NO. 855-0024

A.25

October 25th, 2024

1. CEMENT PLASTER - SW 7014 “EIDER WHITE”

2. CEMENT PLASTER - SW 7043 “WORLDLY GRAY”



3. CEMENT PLASTER - SW 6276 “MYSTICAL SHADE”



4. ACCENT COLOR BLOCKS



5. CEMENT PLASTER - SW 6243 “DISTANCE”



6. FIBER CEMENT EXTERIOR SIDING - SW 6243 “DISTANCE”

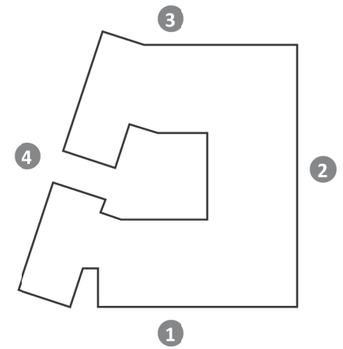
7. DECORATIVE PERFORATED METAL RAILINGS - BRONZE FINISH



8. WHITE VINYL WINDOWS, TYP.



9. BUILDING MOUNTED LIGHTING, TYP. - BEGA 33243, B.O.D.



LEGEND PLAN



4. WEST ELEVATION

3. NORTH ELEVATION



2. EAST ELEVATION

1. SOUTH ELEVATION

Scale: 1/16" = 1'-0"

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EXTERIOR ELEVATIONS

BUILDING C

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PROJECT NO. 855-0024

A.26

October 25th, 2024

1. CEMENT PLASTER - SW 7014 “EIDER WHITE”

2. CEMENT PLASTER - SW 7043 “WORLDLY GRAY”



3. CEMENT PLASTER - SW 6276 “MYSTICAL SHADE”



4. ACCENT COLOR BLOCKS



5. CEMENT PLASTER - SW 6243 “DISTANCE”



6. FIBER CEMENT EXTERIOR SIDING - SW 6243 “DISTANCE”

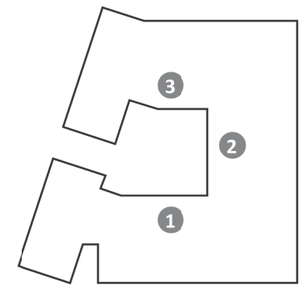
7. DECORATIVE PERFORATED METAL RAILINGS - BRONZE FINISH



8. WHITE VINYL WINDOWS, TYP.



9. BUILDING MOUNTED LIGHTING, TYP. - BEGA 33243, B.O.D.



LEGEND PLAN



2. WEST INTERIOR ELEVATION



3. NORTH INTERIOR ELEVATION



1. SOUTH INTERIOR ELEVATION

00 8 16 32

Scale: 1/16" = 1'-0"

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Creating Outstanding Communities.

978

EXTERIOR ELEVATIONS
BUILDING C

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PROJECT NO. 855-0024

A.27

October 25th, 2024

1. CEMENT PLASTER - SW 7014 “EIDER WHITE”

2. CEMENT PLASTER - SW 7043 “WORLDLY GRAY”



3. CEMENT PLASTER - SW 6276 “MYSTICAL SHADE”



4. ACCENT COLOR BLOCKS



5. CEMENT PLASTER - SW 6243 “DISTANCE”



6. FIBER CEMENT EXTERIOR SIDING - SW 6243 “DISTANCE”

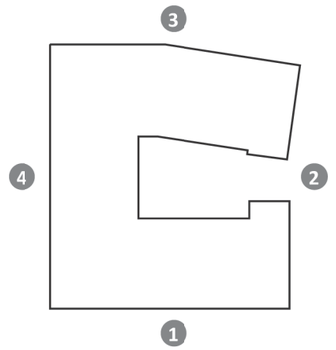
7. DECORATIVE PERFORATED METAL RAILINGS - BRONZE FINISH



8. WHITE VINYL WINDOWS, TYP.



9. BUILDING MOUNTED LIGHTING, TYP. - BEGA 33243, B.O.D.



LEGEND PLAN



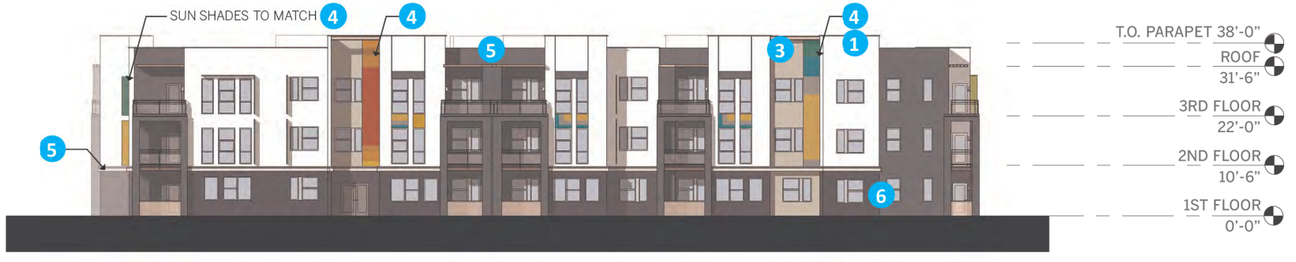
4. WEST ELEVATION



3. NORTH ELEVATION



2. EAST ELEVATION



1. SOUTH ELEVATION

Scale: 1/16" = 1'-0"

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EXTERIOR ELEVATIONS

BUILDING D

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PROJECT NO. 855-0024

A.28

October 25th, 2024

1. CEMENT PLASTER - SW 7014 “EIDER WHITE”

2. CEMENT PLASTER - SW 7043 “WORLDLY GRAY”



3. CEMENT PLASTER - SW 6276 “MYSTICAL SHADE”



4. ACCENT COLOR BLOCKS



5. CEMENT PLASTER - SW 6243 “DISTANCE”



6. FIBER CEMENT EXTERIOR SIDING - SW 6243 “DISTANCE”

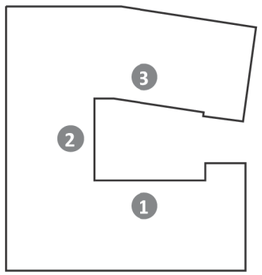
7. DECORATIVE PERFORATED METAL RAILINGS - BRONZE FINISH



8. WHITE VINYL WINDOWS, TYP.



9. BUILDING MOUNTED LIGHTING, TYP. - BEGA 33243, B.O.D.



LEGEND PLAN



3. NORTH INTERIOR ELEVATION



2. EAST INTERIOR ELEVATION



1. SOUTH INTERIOR ELEVATION

Scale: 1/16" = 1'-0"

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EXTERIOR ELEVATIONS
BUILDING D

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PROJECT NO. 855-0024

A.29

October 25th, 2024

1. CEMENT PLASTER - SW 7014 “EIDER WHITE”

2. CEMENT PLASTER - SW 7043 “WORLDLY GRAY”



3. CEMENT PLASTER - SW 6276 “MYSTICAL SHADE”



4. ACCENT COLOR BLOCKS



5. CEMENT PLASTER - SW 6243 “DISTANCE”



6. FIBER CEMENT EXTERIOR SIDING - SW 6243 “DISTANCE”

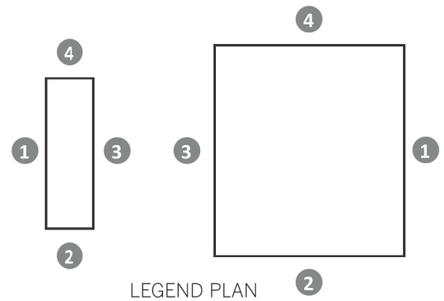
7. DECORATIVE PERFORATED METAL RAILINGS - BRONZE FINISH



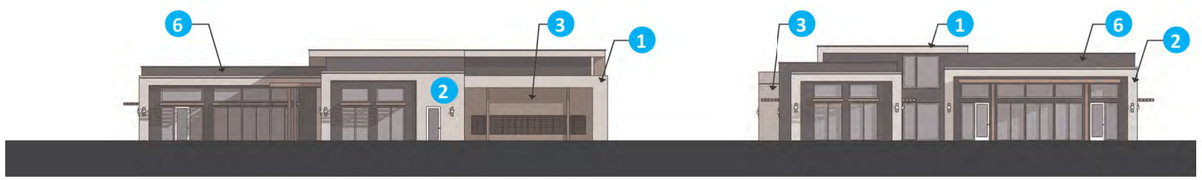
8. WHITE VINYL WINDOWS, TYP.



9. BUILDING MOUNTED LIGHTING, TYP. - BEGA 33243, B.O.D.

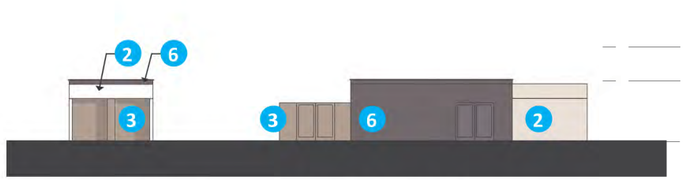


LEGEND PLAN



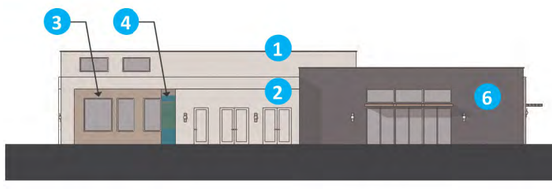
4. SIDE ELEVATION (S)

3. BACK ELEVATION (W)



4. SIDE ELEVATION (S)

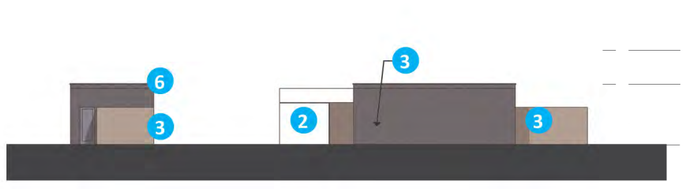
3. BACK ELEVATION (W)



2. SIDE ELEVATION (N)

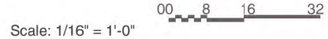


1. FRONT ELEVATION (E)



2. SIDE ELEVATION (N)

1. FRONT ELEVATION (E)



Scale: 1/16" = 1'-0"

LPAS Architecture + Design

PROPERTIES FUND
Creating Outstanding Communities.

EXTERIOR ELEVATIONS
CLUBHOUSE & POOL BUILDING

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PROJECT NO. 855-0024

A.30

October 25th, 2024

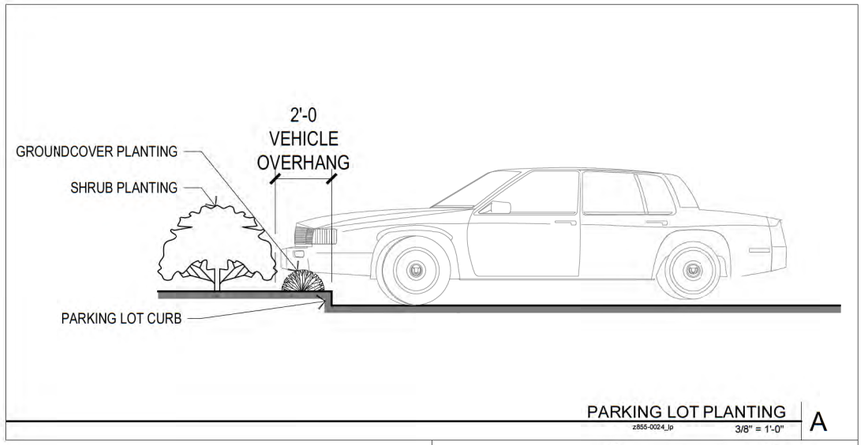
PLANTING NOTES

1. IRRIGATION TO MEET STATE WATER EFFICIENT LANDSCAPE STANDARDS.
2. PLANTINGS MEET THE REQUIREMENTS OF THE WATER CONSERVATION IN LANDSCAPING ACT
3. ALL PLANT MATERIALS SHALL COMPLY WITH SPECIFICATIONS OF ANSI Z60.1 "AMERICAN STANDARD FOR NURSERY STOCK"
4. LANDSCAPE PLAN NOTED AS SHRUBS SHALL BE 5 GAL SHRUBS AND INCLUDE THE FOLLOWING:

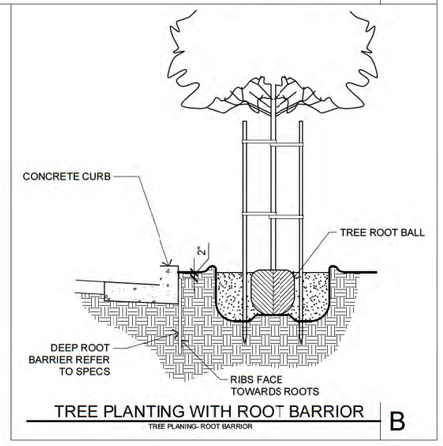
(ALL SHRUBS ARE CONDITIONED TO BE 5 GALLON AND FEW EXCEPTIONS WILL BE MADE IN PLAN CHECK EXCEPT FOR AVAILABILITY OR OTHER DESIGN REASON THAT STAFF CAN FIND SUBSTANTIALLY COMPLIANT WITH THE APPROVED LANDSCAPE PLAN.GENERALLY, WE PREFER TO SUBSTITUTE PLANT TYPES BEFORE THE SIZE IS REDUCED.)

- FLOWERING SHRUBS AND GROUNDCOVER USED WHERE POSSIBLE
- TREES, SHRUBS AND GROUNDCOVER TO COMPLY WITH MWELO WATER REQUIREMENTS
- TREES, SHRUBS, AND GROUNDCOVER TO COMPLY WITH ROCKLIN DESIGN GUIDELINES
- TREES, SHRUBS, AND GROUNDCOVER TO BE EVERGREEN OR HAVE SHOWY FALL COLOR

5. FLOWERING TREES USED TO ACCENTUATE ARCHITECTURE AND ENTRIES
6. SCREEN TREES TO BE USED ALONG PROPERTY LINES ADJACENT TO NEIGHBORING PROPERTIES
7. PLANTER POTS AND POT PLANTINGS: THE PROJECT WILL BE CONDITIONED TO PROVIDE GOOD SIZED POTS WITH A MIX OF PLANTINGS TO CREATE VARIATION OF HEIGHT AND TEXTURE (AKA THRILLER, FILLER, SPILLER). THE POTS ARE TO HAVE AUTOMATIC IRRIGATION.



PARKING LOT PLANTING A
z855-0024_lp 3/8" = 1'-0"



TREE PLANTING WITH ROOT BARRIOR B
TREE PLANING- ROOT BARRIOR

PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	CONT	WATER USE
	Acer rubrum 'Armstrong' / Armstrong Red Maple	24"box	Med
	Cedrus deodara / Deodar Cedar	24"box	Low
	Cercis occidentalis / Western Redbud	24"box	Low
	Chilopsis linearis / Desert Willow	24"box	V. Low
	Elaeocarpus decipiens / Japanese Blueberry Tree	24"box	Med
	Ginkgo biloba 'Autumn Gold' / Autumn Gold Maidenhair Tree	24"box	Med
	Laurus x 'Saratoga' / Saratoga Hybrid Laurel	24"box	Low
	Pistacia chinensis 'Keith Davey' / Keith Davey Chinese Pistache	24"box	Low
	Quercus vriginiana / Live Oak	24"box	Low
	Ulmus wilsoniana 'Prospector' / Prospector Elm	24"box	Low
	Washingtonia robusta / Mexican Fan Palm	15` BTH	Low
	Zelkova serrata 'Green Vase' / Green Vase Japanese Zelkova	24"box	Med

SHRUBS	BOTANICAL / COMMON NAME	CONT	WATER USE
	Achillea millefolium / Common Yarrow	5 gal	Low
	Callistemon viminalis `Better John` / Dwarf Weeping Bottle Brush	5 gal	Low
	Ceanothus maritimus 'Valley Violet' / Valley Violet Maritime Ceanothus	5 gal	Low
	Cistus x purpureus / Orchid Rockrose	5 gal	Low
	Dianella revoluta 'DR5000' TM / Little Rev Flax Lily	5 gal	Low
	Euonymus japonicus `Green Spire / Green Spire Euonymus	5 gal	Low
	Galvezia speciosa / Island Bush Snapdragon	5 gal	Low
	Lavandula angustifolia `Hidcote` / Hidcote Lavender	5 gal	Low
	Lomandra longifolia 'Breeze' / Breeze™ Mat Rush	5 gal	Low
	Muhlenbergia capillaris / Pink muhly grass	5 gal	Low
	Nandina domestica `Gulf Stream` TM / Heavenly Bamboo	5 gal	Low
	Olea europaea 'Little Ollie' TM / Little Ollie Olive	5 gal	Low
	Rhamnus californica `Eve Case` / California Coffeeberry	5 gal	Low
	Rosa californica / California Wild Rose	5 gal	Low
	Salvia clevelandii 'Allen Chickering' / Alen Chickering Cleveland Sage	5 gal	Low

GROUND COVERS	BOTANICAL / COMMON NAME	CONT	WATER USE	SPACING
	Bouteloua gracilis 'Blonde Ambition' / Bonde Ambition Blue Grama	1 gal	Low	36" o.c.
	Bulbine frutescens 'Hallmark' / Hallmark Bulbine	1 gal	Low	36" o.c.
	Epilobium canum latifolium 'Everett's Choice' / Everett's California Fuchsia	1 gal	Low	36" o.c.
	Festuca californica `River House Blues` / River House Blues California Fescue	1 gal	Low	12" o.c.
	Juniperus horizontalis 'Blue Chip' / Blue Chip Juniper	1 gal	Low	72" o.c.
	Native Grass Turf delta blue grass / Native Preservation Mix	sod	Low	
	Rosmarinus officinalis 'Prostratus' / Dwarf Rosemary	1 gal	Low	36" o.c.



0 50 100 150

SCALE: 1" = 50'-0" FT

OVERALL LANDSCAPE PLAN
1" = 50'-0" | 1

LPAS Architecture + Design

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OVERALL LANDSCAPE PLAN

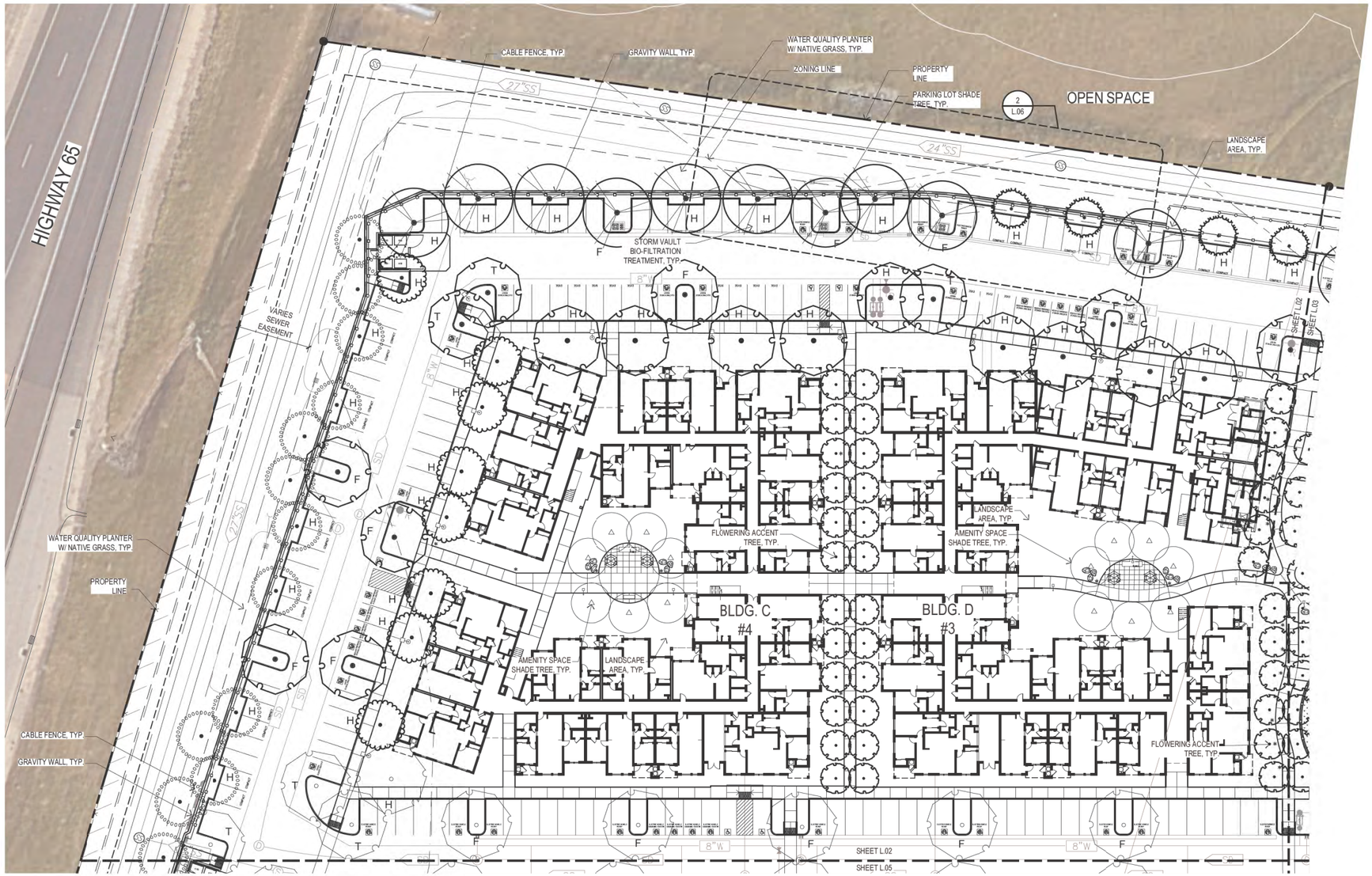
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PROJECT NO. 855-0024

L.01

October 25th, 2024

983

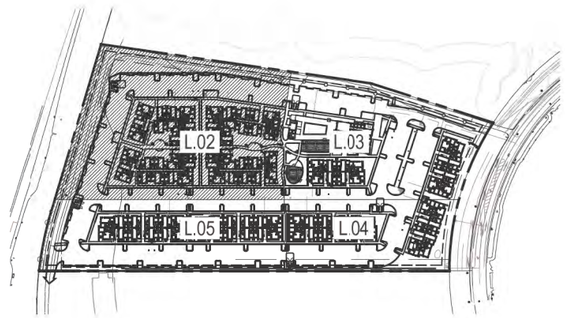


PARTIAL LANDSCAPE PLAN 1" = 30'-0" | 3

PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME
	Acer rubrum 'Armstrong' / Armstrong Red Maple
	Cedrus deodara / Deodar Cedar
	Cercis occidentalis / Western Redbud
	Chilopsis linearis / Desert Willow
	Elaeocarpus decipiens / Japanese Blueberry Tree
	Ginkgo biloba 'Autumn Gold' / Autumn Gold Maidenhair Tree
	Laurus x 'Saratoga' / Saratoga Hybrid Laurel
	Pistacia chinensis 'Keith Davey' / Keith Davey Chinese Pistache
	Quercus virginiana / Live Oak
	Ulmus wilsoniana 'Prospector' / Prospector Elm
	Washingtonia robusta / Mexican Fan Palm
	Zelkova serrata 'Green Vase' / Green Vase Japanese Zelkova

TREE SCHEDULE 1" = 30'-0" | 1



KEY MAP | 2

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PARTIAL LANDSCAPE PLAN

UNIVERSITY AVE. APTS | Rocklin, CA

L.02

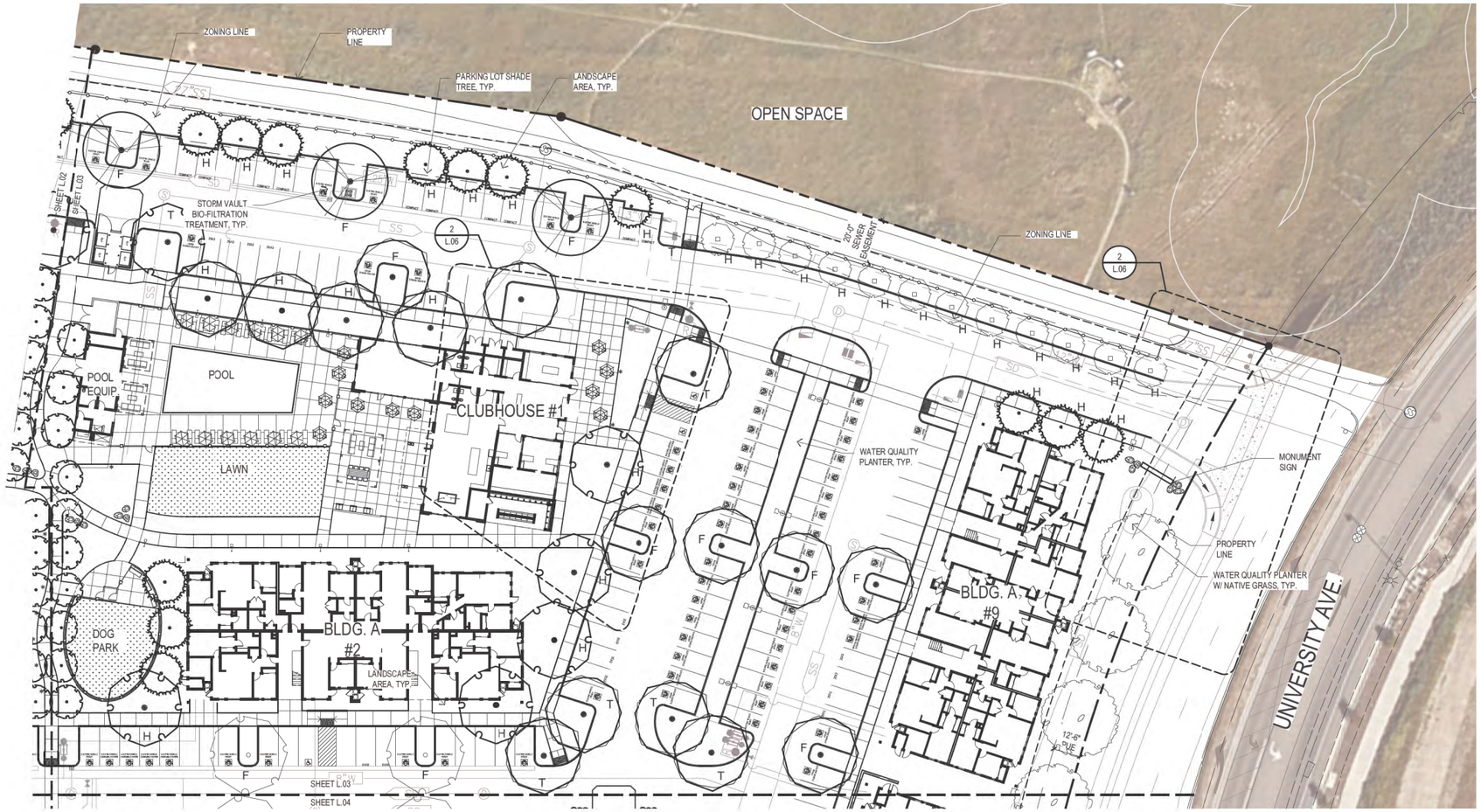
PROJECT NO. 855-0024

October 25th, 2024

PLANT SCHEDULE

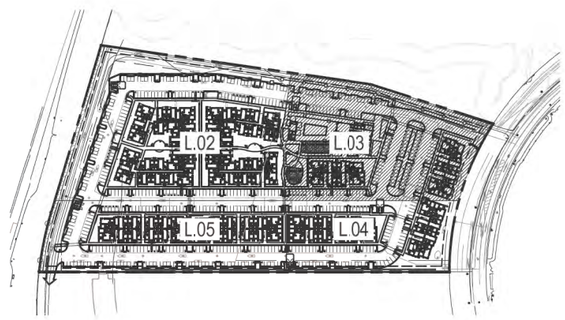
TREES	BOTANICAL / COMMON NAME
	Acer rubrum 'Armstrong' / Armstrong Red Maple
	Cedrus deodara / Deodar Cedar
	Cercis occidentalis / Western Redbud
	Chilopsis linearis / Desert Willow
	Elaeocarpus decipiens / Japanese Blueberry Tree
	Ginkgo biloba 'Autumn Gold' / Autumn Gold Maidenhair Tree
	Laurus x 'Saratoga' / Saratoga Hybrid Laurel
	Pistacia chinensis 'Keith Davey' / Keith Davey Chinese Pistache
	Quercus virginiana / Live Oak
	Ulmus wilsoniana 'Prospector' / Prospector Elm
	Washingtonia robusta / Mexican Fan Palm
	Zelkova serrata 'Green Vase' / Green Vase Japanese Zelkova

TREE SCHEDULE
1" = 30'-0" | 1



SCALE: 1" = 30'-0"
0 30 60 90 FT
N

PARTIAL LANDSCAPE PLAN
1" = 30'-0" | 3



KEY MAP | 2

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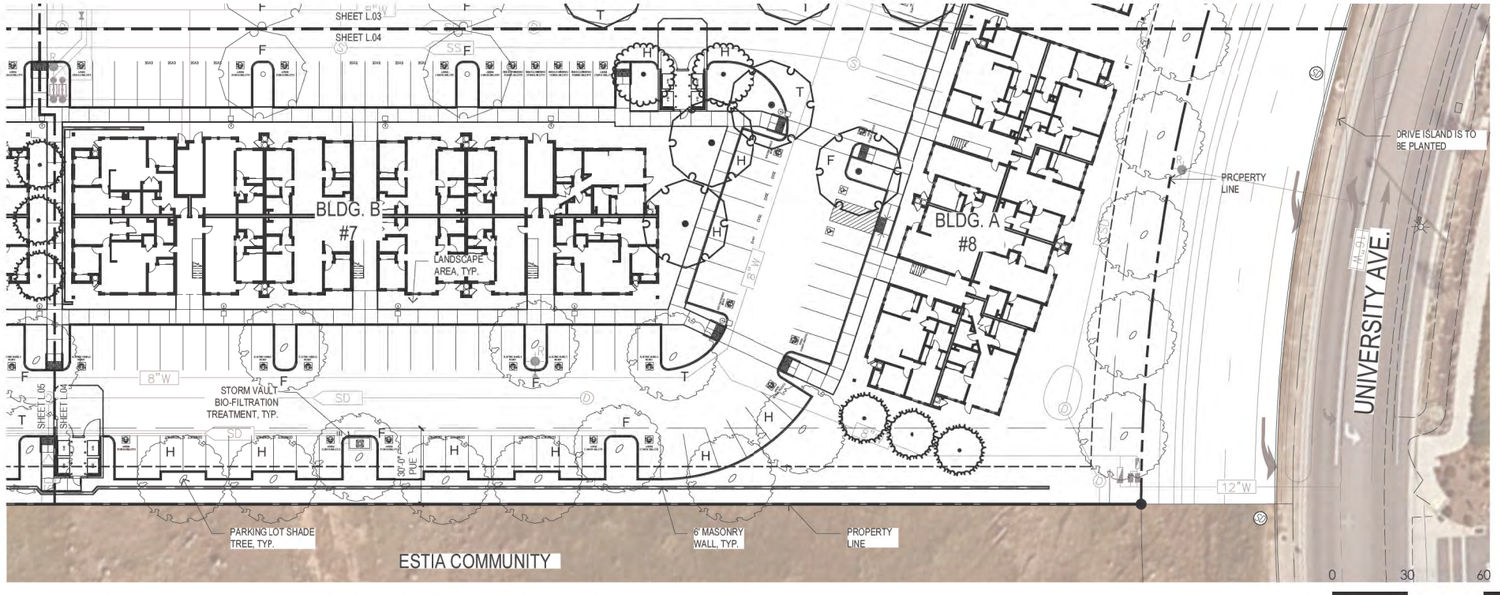
PARTIAL LANDSCAPE PLAN

UNIVERSITY AVE. APTS | Rocklin, CA

L.03

PROJECT NO. 855-0024

October 25th, 2024



0 30 60 90

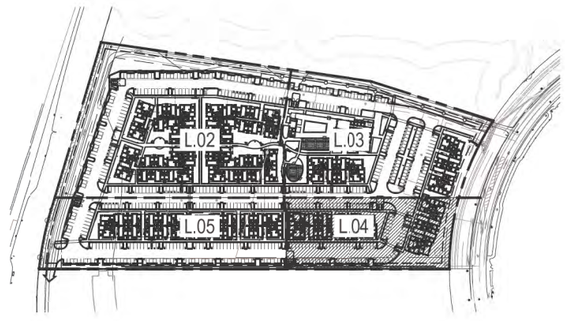
SCALE: 1" = 30'-0" FT

PARTIAL LANDSCAPE PLAN
1" = 30'-0" | 3

PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME
	Acer rubrum 'Armstrong' / Armstrong Red Maple
	Cedrus deodara / Deodar Cedar
	Cercis occidentalis / Western Redbud
	Chilopsis linearis / Desert Willow
	Elaeocarpus decipiens / Japanese Blueberry Tree
	Ginkgo biloba 'Autumn Gold' / Autumn Gold Maidenhair Tree
	Laurus x 'Saratoga' / Saratoga Hybrid Laurel
	Pistacia chinensis 'Keith Davey' / Keith Davey Chinese Pistache
	Quercus virginiana / Live Oak
	Ulmus wilsoniana 'Prospector' / Prospector Elm
	Washingtonia robusta / Mexican Fan Palm
	Zelkova serrata 'Green Vase' / Green Vase Japanese Zelkova

TREE SCHEDULE
1" = 30'-0" | 1



KEY MAP | 2

LPAS Architecture + Design

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PARTIAL LANDSCAPE PLAN

UNIVERSITY AVE. APTS | Rocklin, CA

L.04

PROJECT NO. 855-0024

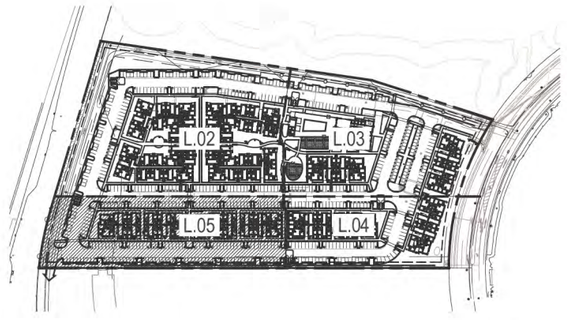
October 25th, 2024

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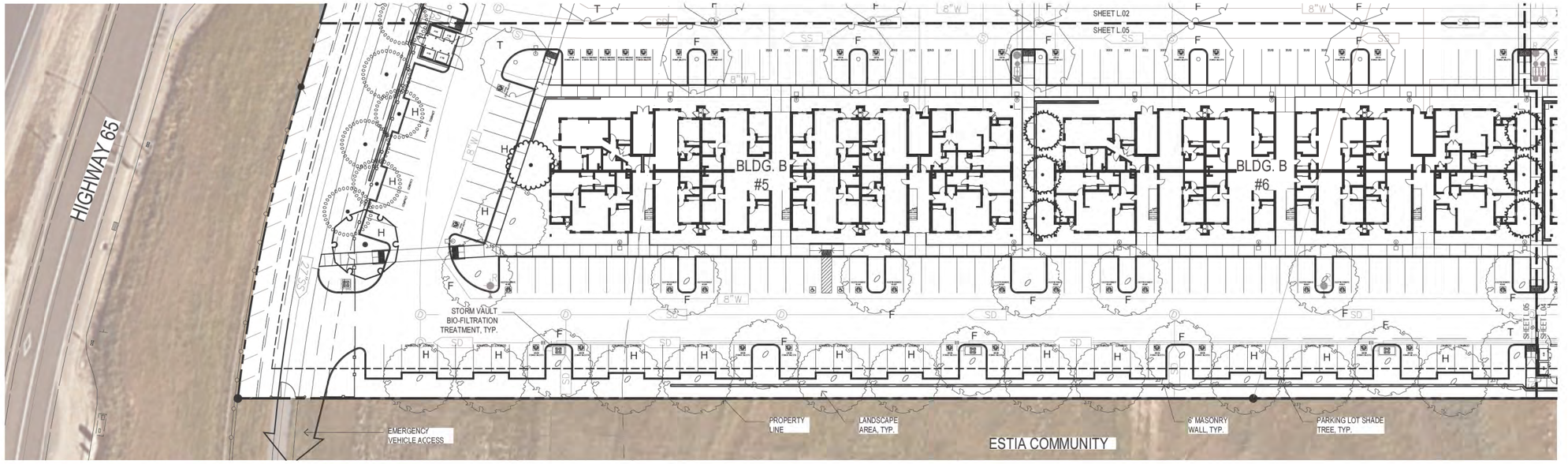
PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME
	Acer rubrum 'Armstrong' / Armstrong Red Maple
	Cedrus deodara / Deodar Cedar
	Cercis occidentalis / Western Redbud
	Chilopsis linearis / Desert Willow
	Elaeocarpus decipiens / Japanese Blueberry Tree
	Ginkgo biloba 'Autumn Gold' / Autumn Gold Maidenhair Tree
	Laurus x 'Saratoga' / Saratoga Hybrid Laurel
	Pistacia chinensis 'Keith Davey' / Keith Davey Chinese Pistache
	Quercus virginiana / Live Oak
	Ulmus wilsoniana 'Prospector' / Prospector Elm
	Washingtonia robusta / Mexican Fan Palm
	Zelkova serrata 'Green Vase' / Green Vase Japanese Zelkova

TREE SCHEDULE 1
1" = 30'-0"



KEY MAP 2



SCALE: 1" = 30'-0" (0, 30, 60, 90 FT)

PARTIAL LANDSCAPE PLAN 3

LPAS Architecture + Design

USA PROPERTIES FUND Creating Outstanding Communities.

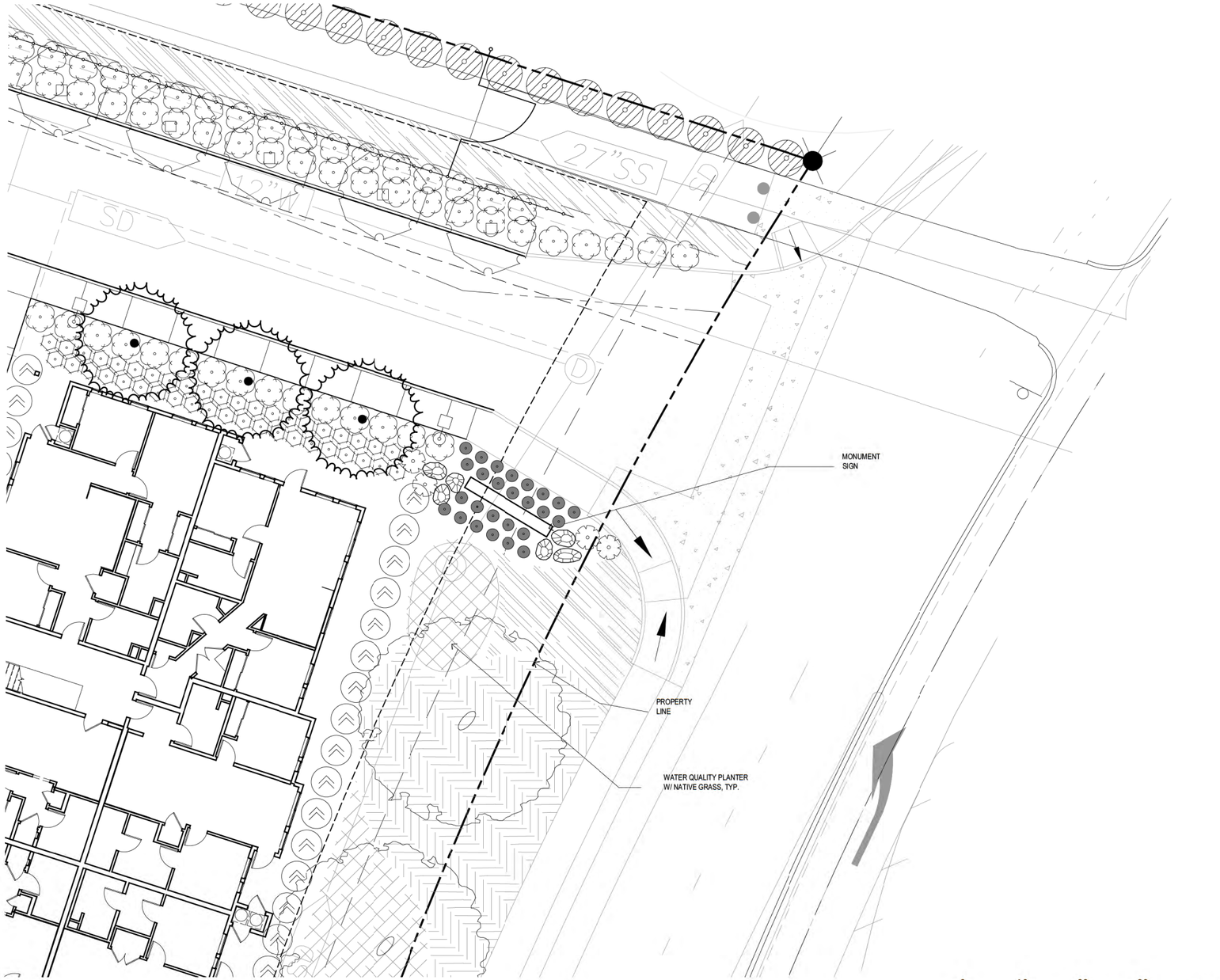
PARTIAL LANDSCAPE PLAN

UNIVERSITY AVE. APTS | Rocklin, CA

L.05

PROJECT NO. 855-0024

October 25th, 2024



SCALE: 1" = 10'-0"

0 10 20 30 FT

N

ENLARGED LANDSCAPE PLAN
1" = 10'-0" | 2

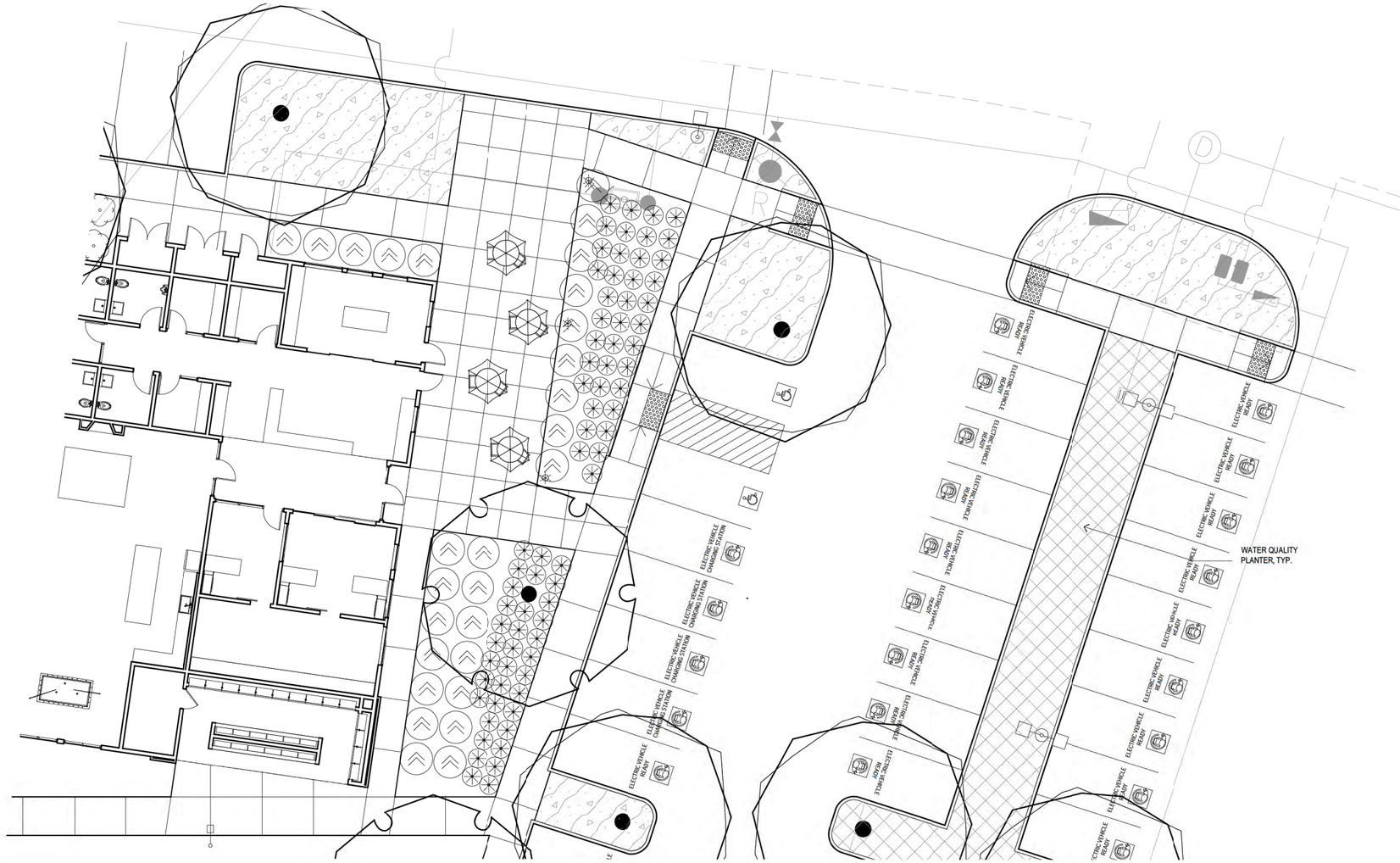
PLANT SCHEDULE UNIVERSITY ENTRY

TREES	BOTANICAL / COMMON NAME	CONT	WATER USE
	Acer rubrum 'Armstrong' Armstrong Red Maple	24"box	Med
	Chilopsis linearis Desert Willow	24"box	V. Low
	Ulmus wilsoniana 'Prospector' Prospector Elm	24"box	Low

SHRUBS	BOTANICAL / COMMON NAME	CONT	WATER USE
	Galvezia speciosa Island Bush Snapdragon	5 gal	Low
	Lavandula angustifolia `Hidcote` Hidcote Lavander	5 gal	Low
	Muhlenberga capillaris Pink muhly grass	5 gal	Low
	Nandina domestica `Gulf Stream` TM Heavenly Bamboo	5 gal	Low
	Olea europsea 'Little Ollie' TM Little Ollie Clive	5 gal	Low
	Rhamnus californica `Eve Case` California Coffeeberry	5 gal	Low

GROUND COVERS	BOTANICAL / COMMON NAME	CONT	WATER USE	SPACING
	Bulbine frutescens 'Hallmark' Hallmark Bulbine	1 gal	Low	36" o.c.
	Native Grass Turf delta blue grass Native Preservation Mix	sod	Low	
	Zauschneria californica California Fuchsia	1 gal	Low	36" o.c.

PLANT SCHEDULE
1" = 10'-0" | 1



ENLARGED LANDSCAPE PLAN
1" = 10'-0"
2

PLANT SCHEDULE CLUBHOUSE

TREES	BOTANICAL / COMMON NAME	CONT	WATER USE
	Ginkgo biloba 'Autumn Gold' Autumn Gold Maidenhair Tree	24"box	Med
	Zelkova serrata 'Green Vase' Green Vase Japanese Zelkova	24"box	Med

SHRUBS	BOTANICAL / COMMON NAME	CONT	WATER USE
	Lomandra longifolia 'Breeze' Breeze™ Mat Rush	5 gal	Low
	Olea europaea 'Lttle Ollie' TM Little Ollie Olive	5 gal	Low

GROUND COVERS	BOTANICAL / COMMON NAME	CONT	WATER USE	SPACING
	Festuca californica `River House Blues` River House Blues California Fescue	1 gal	Low	12" o.c.

PLANT SCHEDULE
1" = 10'-0"
1

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PROPERTIES FUND
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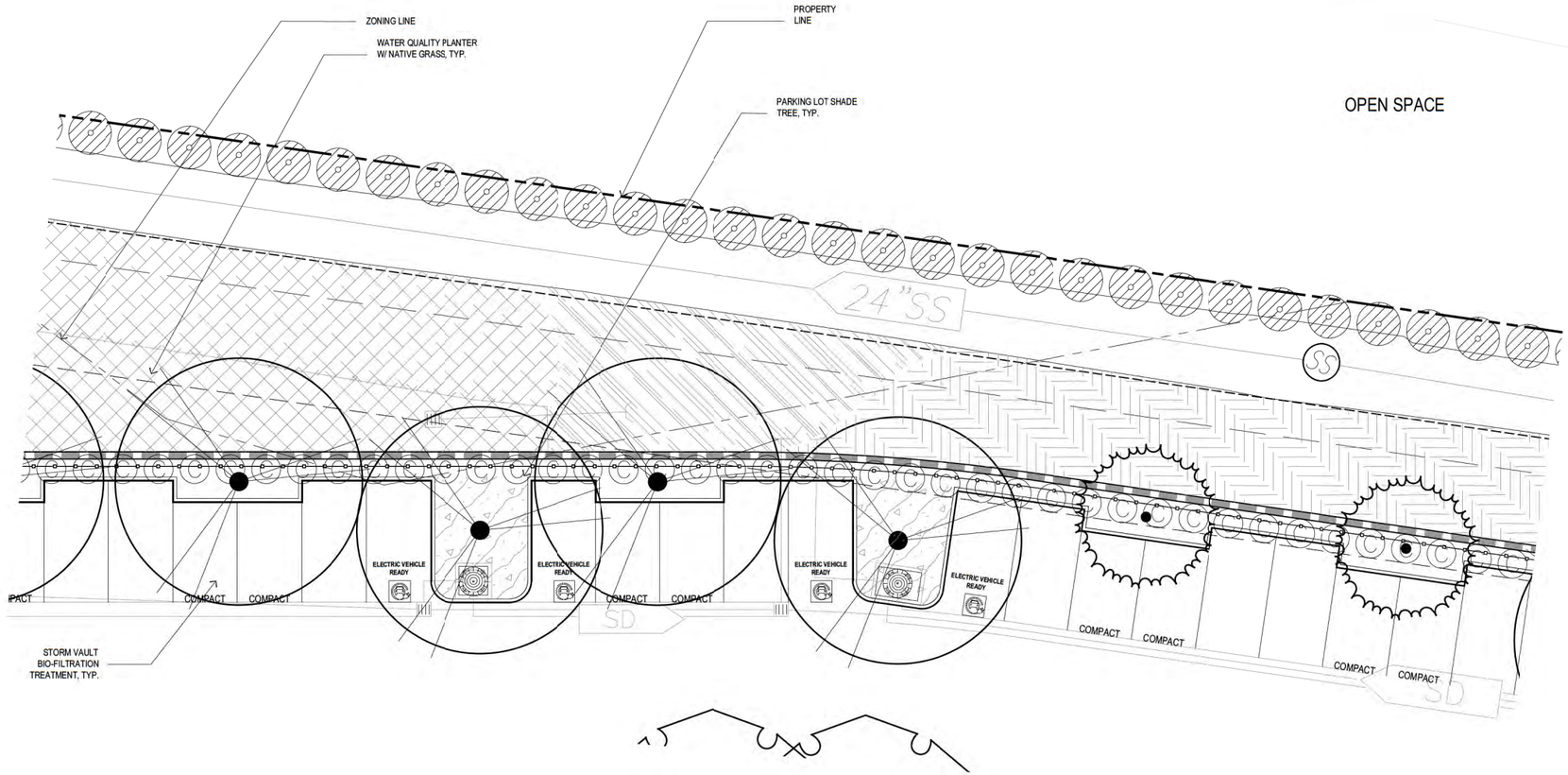
LANDSCAPE PLAN ENLARGEMENTS

UNIVERSITY AVE. APTS | Rocklin, CA

PROJECT NO. 855-0024

L.07

October 25th, 2024



PLANT SCHEDULE

ENLARGED LANDSCAPE PLAN
1" = 10'-0"

PLANT SCHEDULE PROPERTY EDGE

TREES	BOTANICAL / COMMON NAME	CONT	WATER USE
	Chilopsis linearis Desert Willow	24"box	V. Low
	Quercus vriginiana Live Oak	24"box	Low

SHRUBS	BOTANICAL / COMMON NAME	CONT	WATER USE
	Ceanothus maritimus 'Valley Violet' Valley Violet Maritime Ceanothus	5 gal	Low
	Rhamnus californica `Eve Case` California Coffeeberry	5 gal	Low
	Rosa californica California Wild Rose	5 gal	Low

GROUND COVERS	BOTANICAL / COMMON NAME	CONT	WATER USE	SPACING
	Bulbine frutescens 'Hallmark' Hallmark Bulbine	1 gal	Low	36" o.c.
	Festuca californica `River House Blues` River House Blues California Fescue	1 gal	Low	12" o.c.
	Rosmarinus officinalis 'Prostratus' Dwarf Rosemary	1 gal	Low	36" o.c.
	Zauschneria californica California Fuchsia	1 gal	Low	36" o.c.

PLANT SCHEDULE
1" = 10'-0" 1

0 10 20 30
SCALE: 1" = 10'-0" FT
N

ENLARGED LANDSCAPE PLAN
1" = 10'-0" 2

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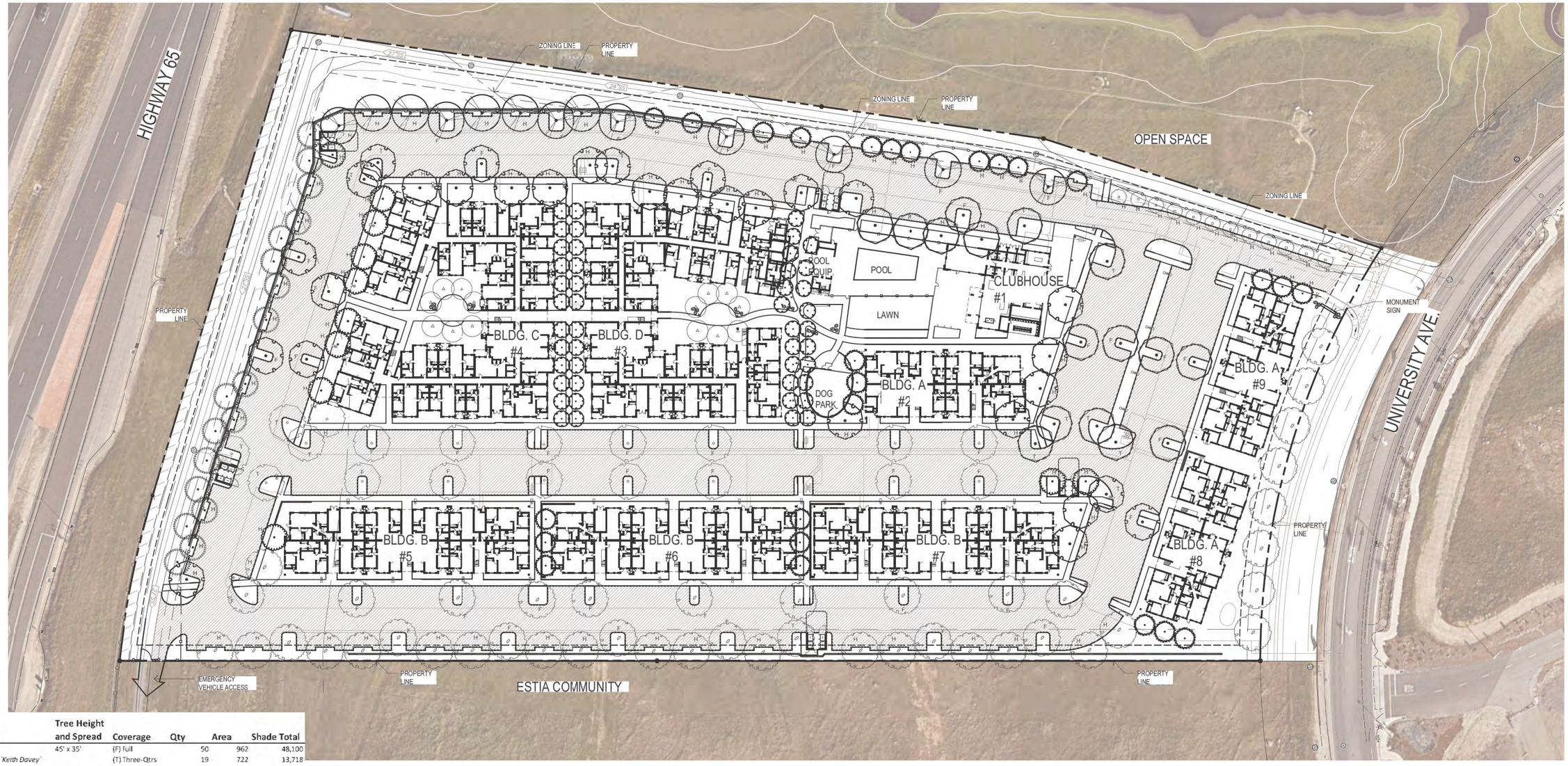
LANDSCAPE PLAN ENLARGEMENTS

UNIVERSITY AVE. APTS | Rocklin, CA

L.08

PROJECT NO. 855-0024

October 25th, 2024



Tree Species	Tree Height and Spread	Coverage	Qty	Area	Shade Total
Quercus lobata	45' x 35'	(F) Full	50	962	48,100
Pistacia chinensis 'Keith Davey'		(T) Three-Qtrs	19	722	13,718
Ulmus w. 'Prospector'		(H) Half	46	481	22,126
Zelkova s. 'Green Vase'		(Q) Quarter	0	241	0
Ginkgo b. 'Autumn God'				Total	83,944
Elaeocarpus decipiens	30' x 25'	(F) Full	0	491	0
		(T) Three-Qtrs	0	368	0
		(H) Half	33	246	8,118
		(Q) Quarter	0	123	0
				Total	8,118
Acer r. 'Armstrong'	45' x 20'	(F) Full	0	314	0
		(T) Three-Qtrs	0	236	0
		(H) Half	12	157	1,884
		(Q) Quarter	0	79	0
				Total	1,884
Total Tree Shaded Area Provided					93,946
Precent of Parking Shaded					50.2%
Total Parking Area					187,021

LEGEND

TOTAL PARKING AREA

0 50 100 150

SCALE: 1" = 50'-0" FT

N

SHADE CALCULATION PLAN 1" = 50'-0" | 1

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SHADE CALCULATION PLAN

UNIVERSITY AVE. APTS | Rocklin, CA

L.09

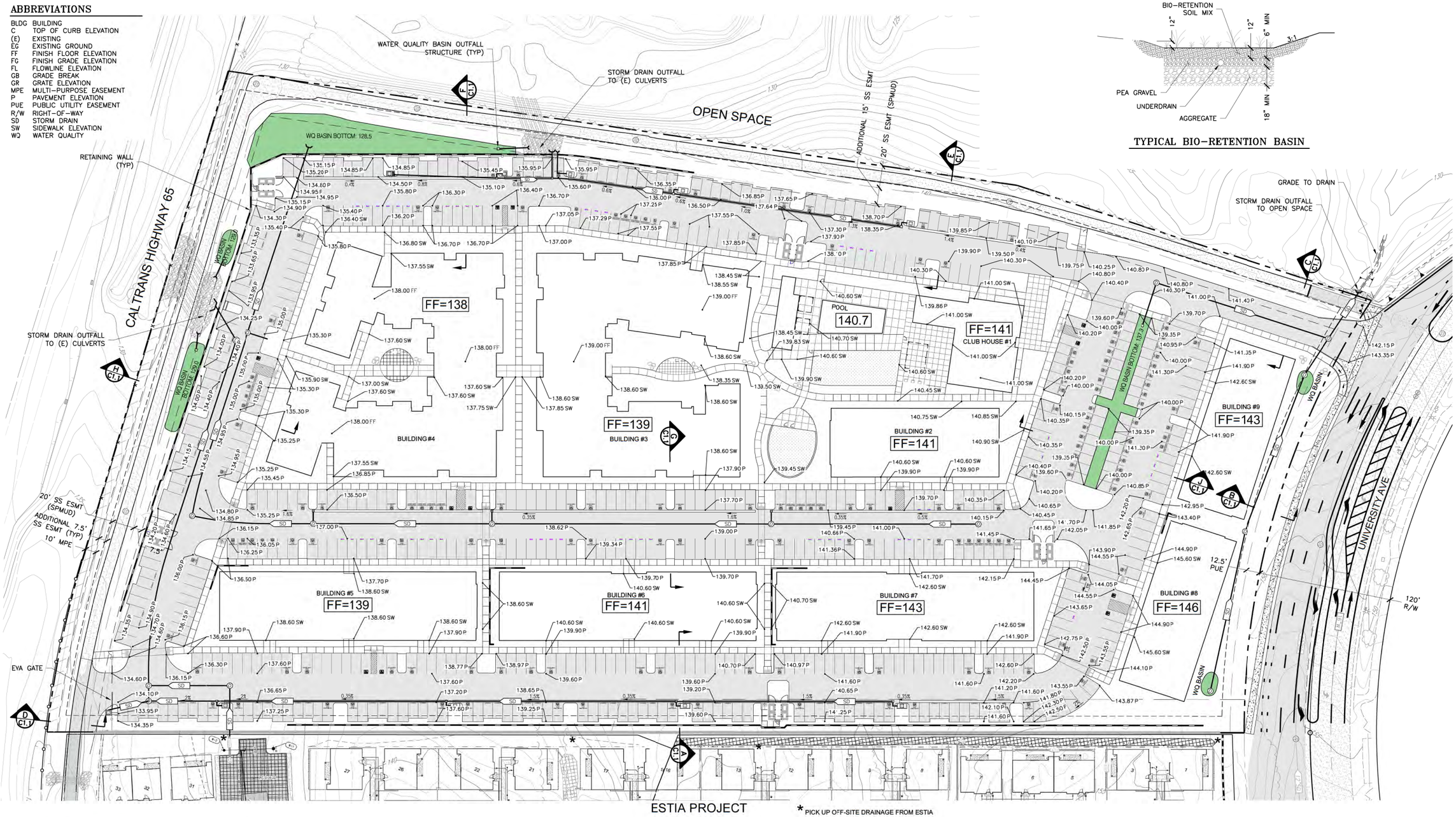
PROJECT NO. 855-0024

October 25th, 2024

991

ABBREVIATIONS

BLDG	BUILDING
C	TOP OF CURB ELEVATION
(E)	EXISTING
EG	EXISTING GROUND
FF	FINISH FLOOR ELEVATION
FG	FINISH GRADE ELEVATION
FL	FLOWLINE ELEVATION
GB	GRADE BREAK
GR	GRATE ELEVATION
MPE	MULTI-PURPOSE EASEMENT
P	PAVEMENT ELEVATION
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
SD	STORM DRAIN
SW	SIDEWALK ELEVATION
WQ	WATER QUALITY



TYPICAL BIO-RETENTION BASIN

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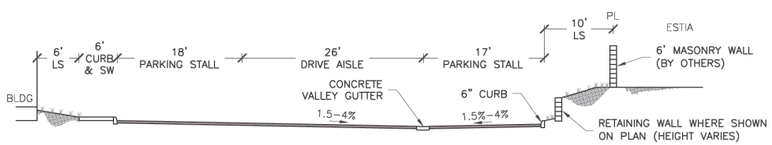
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ROCKLIN, CA

ENTITLEMENT DESIGN
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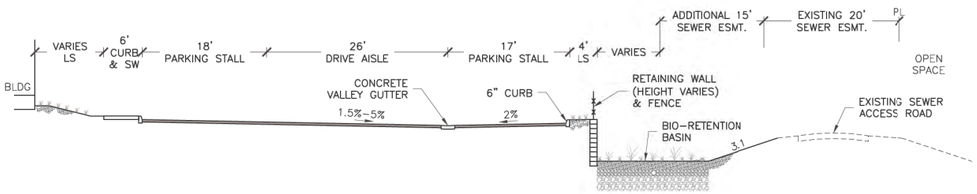
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GRADING & DRAINAGE PLAN

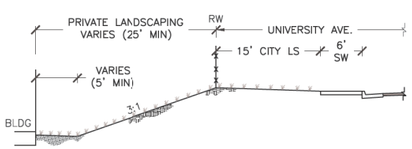
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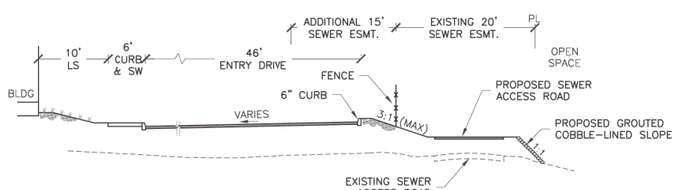
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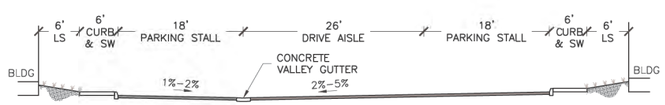
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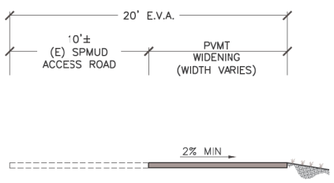
SECTION B
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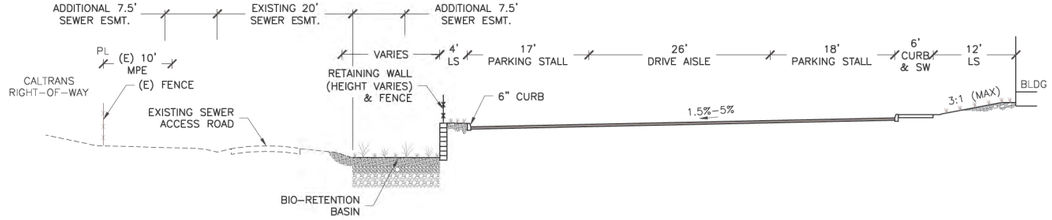
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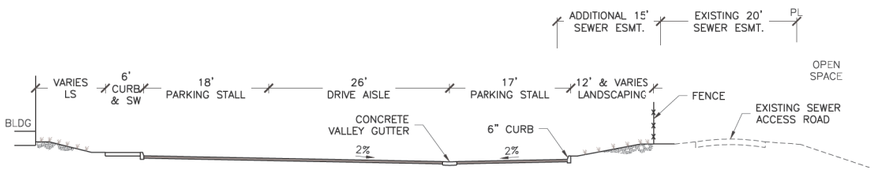
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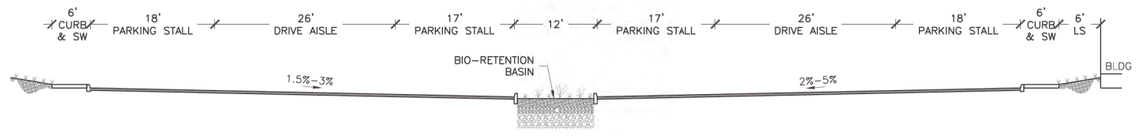
SECTION D
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SECTION H
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SECTION E
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SECTION J
NTS

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GRADING SECTIONS

C1.1

*SEPARATE "PRIVATE" FIRE & DOMESTIC LOOPS LOCATED IN SAME TRENCH, SHOWN HERE AS SINGLE LINE FOR SIMPLICITY.

LEGEND:	EXISTING	PROPOSED
STORM DRAIN	16"SD	SD
STORM DRAIN UNDER VALLEY GUTTER		SD
SEWER LINE	12"SS	SS
WATER LINE (PUBLIC MAIN)	12"W	12"W
*WATER LINE (8" FIRE & 6" DOMESTIC)		8"W
WATER LINE (PRIVATE FIRE ONLY)		8"W
WATER LINE (PRIVATE DOMESTIC ONLY)		6"W
SEWER MANHOLE	S	S
SEWER SERVICE		
SEWER CLEAN OUT		
STORM DRAIN MANHOLE	D	D
STORM DRAIN INLET		
BACK FLOW PREVENTER		
FIRE HYDRANT ASSEMBLY		R
FIRE DEPT. CONNECTION W/POST INDICATOR VALVE		

WATER QUALITY BASIN OUTFALL STRUCTURE (TYP)
OPEN SPACE
ADDITIONAL 15' SS ESMT
20' SS ESMT (SPMUD)
TIE-IN TO (E) SEWER STUB
PROPOSED PCWA ESMT
SPMUD MAINTENANCE ROAD GATE
CALTRANS HIGHWAY 65
POOL
CLUB HOUSE #1
BUILDING #4
BUILDING #3
BUILDING #2
BUILDING #9
WQ BASIN
UNIVERSITY AVE
TIE-IN TO (E) WATER MAIN
TIE-IN TO (E) SEWER STUB
20' SS ESMT (SPMUD)
ADDITIONAL 7.5' SS ESMT (TYP)
10' MPE
7.5'
MEANDERING DRAINAGE EASEMENT TO BE ABNDONED
BUILDING #5
BUILDING #6
BUILDING #7
BUILDING #8
12.5' PUE
120' R/W
EVA GATE
EVA/SPMUD MAINTENANCE ROAD GATE
30' ACCESS AND P.U.E. TO BE ABANDONED

ESTIA PROJECT

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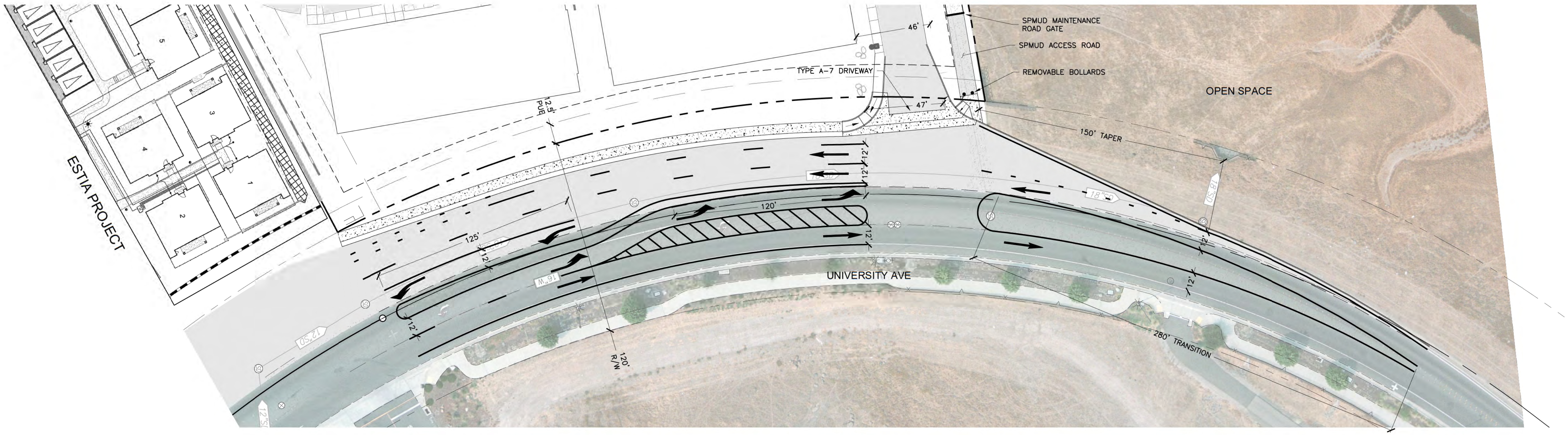
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UTILITY PLAN

C2.0



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0 15 30 60

FRONTAGE IMPROVEMENTS

C3.0

ROCKLIN
CALIFORNIA

City Council Staff Report

Subject: Rocklin Municipal Code Updates Related to Procurement, Purchases, and Contracts

Date: January 14, 2025

Submitted By: Daniel Choe, Deputy Director of Administrative Services

Department: Administrative Services - Finance

Recommendation:
Conduct a Discussion and Consider the Following Action:

A. Introduce, Waive the Full Reading and Read by Title Only, an Ordinance of the City Council of the City of Rocklin Repealing and Re-Enacting Chapter 3.04 of the Rocklin Municipal Code Regarding Procurement, Purchases, and Contracts.
B. Adopt a Resolution of the City Council of the City of Rocklin Electing to Become Subject to the Uniform Public Construction Cost Accounting Act.

Background:
The City of Rocklin's Procurement Ordinance, codified in Chapter 3.04 of the Rocklin Municipal Code, is an important framework for acquiring goods, services, professional services, and public works projects. The ordinance was last updated in 2019 with the adoption of Ordinance No. 1113, which clarified sourcing practices and the establishment of authorization limits and bidding requirements. However, as procurement and contracting needs and best practices evolve, further updates are necessary to ensure the ordinance remains efficient, effective, and equitable.

Several key challenges have been identified with the current ordinance. First, its reliance on provisions from the California Public Works Contract Code, which are specifically designed for public works projects, often leads to processes that are not well-suited for other types of procurement. This misalignment creates inefficiencies and limits operational flexibility. Second, some procedural steps included in the ordinance would be more appropriately addressed through administrative policies. Incorporating these steps into the ordinance unnecessarily prolongs procurement timelines without providing proportional benefits in efficiency or effectiveness. Lastly, certain sections of the ordinance require additional clarification and changes to promote consistent application.

One of the other main purpose of the Ordinance is to effectuate the delegation of contracting authority from the City Council to the City Manager or Purchasing Agent. In general, the City Council must approve all contracts entered into by the City. However, the City Council may delegate the authority to the City Manager or other designed officials, allowing them to enter

into and bind the City to contracts by Ordinance. The Ordinance includes recommended provisions for this delegation.

To address these challenges, a number of updates to the ordinance are proposed. These updates include clearer definitions of the types of purchases, contracts, and procurements governed by the ordinance, as well as specified exemptions for transactions that fall outside its scope. Additionally, provisions to prioritize local vendors will be enhanced to support economic development within the City. Specifically, the updated ordinance includes a provision allowing local vendors to match the lowest bid if their bid is within 5% of that amount. This aims to provide local vendors with an opportunity to compete more effectively in the bidding process, and recognizing their contributions as valued members of the Rocklin community. The City Manager's authority for purchasing and contracting will be increased from $50,000 to $75,000, which reflects regional average based on a comparative study of 19 similar jurisdictions. This change also introduces greater flexibility for the City Manager to delegate purchasing authority while clarifying the respective roles and responsibilities of the City Attorney in procurement processes. Other provisions affirm the City Attorney's authority to enter into certain legal services agreements up to $100,000.

Further refinements are proposed for formal bidding (competitive sealed bid) process, requests for proposals, and requests for qualifications, along with exceptions to competitive procurement. Examples of these exceptions include travel expenses, utility services, insurance premiums, and advertising costs. The updated Ordinance will also integrate the Uniform Public Construction Cost Accounting Act (UPCCAA), as established in Section 22000 of the California Public Contract Code (CPCC). This voluntary program allows participating cities to streamline public works project contracting by raising the threshold for informal procedures to $220,000. Public work projects more than $220,000 will still require competitive formal bidding. This is a significant increase from the current $5,000 as codified in CPCC section 20160, et seq., which requires that general law cities in California competitively bid all public works projects in excess of $5,000. By participating in the UPCCAA, the City can streamline project timelines while remaining compliant with statutory requirements. The City retains the flexibility to opt out of the program through a formal resolution if priorities change in the future.

These updates offer numerous benefits to the City. Streamlined processes, including an increased informal bidding threshold, will reduce administrative burdens and expedite procurement activities. Enhanced clarity in the ordinance will support efficient procurement and contracting for goods, equipment, supplies, services, and public projects. It will ensure the lowest possible cost while maintaining the required quality, maximize the value of public funds, and strengthen financial controls. By modernizing the ordinance, the City will enhance accountability, adaptability, and operational efficiency, ultimately better serving its residents.

Staff recommends the City Council introduce the proposed Procurement, Purchases, and Contracts Ordinance (Attachment 1). Additionally, if the proposed Ordinance is introduced, staff recommends adopting the resolution (Attachment 2) to opt into the Uniform Public Construction Cost Accounting Act. These changes will better position the City to navigate the complexities of modern procurement, ensuring efficient and effective stewardship of public resources.

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

ATTACHMENTS:

1. Ordinance
2. Resolution - UPCCAA

ORDINANCE NO. XXXX

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROCKLIN REPEALING AND RE-ENACTING CHAPTER 3.04 OF THE ROCKLIN MUNICIPAL CODE REGARDING THE PROCUREMENT, PURCHASES, AND CONTRACTS

The City Council of the City of Rocklin does ordain as follows:

Section 1. Purpose and Intent. Chapter 3.04 of the Rocklin Municipal Code (RMC), entitled "Procurement," is set forth local policies and procedures for City purchasing of supplies and procurement of services in accordance with California Government Code sections 54202 and 54203.

Section 2. Authority. The City Council enacts this ordinance under the authority granted to cities by Article XI, Section 7 of the California Constitution and Government Code sections 37100, 54202, 54203.

Section 3. Repeal and Re-Enact. Chapter 3.04 of Title 3 of the Rocklin Municipal Code regarding the Procurement, Purchases, and Contracts is hereby repealed and re-enacted to read as follows:

Chapter 3.04 – Procurement, Purchases, and Contracts

Sections:

3.04.010 Purpose and Intent

3.04.020 Applicability

3.04.025 Exempt Contracts

3.04.030 Definitions

3.04.040 Purchasing Officer

3.04.050 Contracting Authority

3.04.060 Contracts for Designated Professional Services

3.04.070 Formal Bids – Competitive Sealed Bid Process

3.04.080 Request for Proposals or Qualifications

3.04.090 Exceptions to Formal and Informal Competitive Process
3.04.100 General Requirements

3.04.110 Disposition of Surplus Supplies, Materials and Equipment

3.04.120 Uniform Public Construction Cost Accounting Act

3.04.010 Purpose and Intent.

This Chapter establishes policies and procedures to: (1) procure and contract for the purchase of Goods, equipment, supplies, Services, Public Projects, and construction of Public Works, at the lowest possible cost, commensurate with the quality needed; (2) maximize the purchasing value of all public funds; (3) exercise effective and efficient financial control over such transactions and contracts; (4) clearly define authority for the purchasing and contracting functions; and (5) to assure the quality of purchases, Services, and Public Works

3.04.020 Applicability.

The provisions of this Chapter, as well as any applicable state or federal laws, shall apply to (1) the purchase of equipment, supplies, furnishings, products, or materials ("Goods"), (2) the procurement of Services, (3) the procurement of Professional Services; and (4) Public Works Projects (Public Projects), funded by public funds of the City of Rocklin or other governmental entities. The provisions of this Chapter shall not apply to the acquisition or disposition of interests in real property.

3.04.025 Exempt Contracts.

Except as set forth below, the following purchases or contracts are exempted from obtaining competitive bids and proposals:

A. Annual Membership Dues. Membership dues for professional organizations and civic organizations that may charge an annual or other membership fees. Such contracts may be entered into and/or membership fees paid at the direction of the City Manager, without prior City Council approval, provided there is adequate funding allocated in the City budget.

B. Other Contracts. Such other contracts as the City Council in their discretion, finds by resolution are not susceptible to the procurement, purchasing, or contracting procedures set forth in this Chapter.

3.04.030 Definitions.

The following terms, whenever used in this Chapter, shall be construed as follows:

A. "Best Value" means the best value to the City based on all factors, including but not limited to: cost; contractor's ability, capacity or skill; ability to perform within the time required; character, integrity, reputation, judgment, experience and efficiency; quality of contractor's performance on previous purchases or contracts, if applicable; and the ability of the contractor to provide future maintenance, repair, parts and Services, if necessary.

B. "Bid" means a written offer to furnish supplies, equipment, material, Services, Professional Services or the construction of Public Works Project, in conformity with the specifications, delivery terms, and conditions required, at a guaranteed maximum cost.

C. "Bid Security" means financial security provided to guarantee that a bidder will enter into a contract with the City if a Bid is awarded. It may be in the form of cash, cashier's check, certified check, or surety bond, in an amount not less than ten percent of the aggregate amount of the Bid or other amount as required by law or determined or approved by the City Council.

D. "Goods" means supplies, equipment, products, and materials, including any and all articles, things or personal property furnished to or used by the City or any City department or agency.

E. "Professional Services" means work performed by architectural, landscape architectural, engineering, environmental, land surveying, construction project management, and specialized Professional Services such as financial, economic, accounting, legal, lobbying firms, and other specially trained persons and associated administrative matters. The selection of persons or firms to provide such Professional Services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the Services required. Price may be considered after making a determination based upon professional qualifications.

F. "Public Project" (also referred to as “Public Works Project” or “Public Works”) shall have the same meaning provided in Section 22002 of the Public Contract Code, as may be amended from time to time. Public Project does not include “maintenance work,” which, for purposes of this Chapter, has the same meaning as provided in Section 22002 of the Public Contract Code, as may be amended from time to time.

G. "Purchase Order (PO)" means a document memorializing a purchase of Goods, procurement of Services, Professional Services, or Public Projects from a Vendor or authorizing the payment of funds for a purchase or service.

H. "Quote" means a verbal or written promise from a Vendor, contractor, business, or consultant guaranteeing to provide certain Goods, Services, Professional Services, or Public Projects for a fixed price.

I. "Request for Proposal" or ("RFP") means a solicitation for competitive proposals that state the technical specifications, requirements, and outcomes for the Services desired, including the price thereof.

J. "Request for Qualifications" or ("RFQ") means a request seeking a written presentation of the professional qualifications and experience of a proposed consultant, Vendor, business or contractor.

K. "Services" means the furnishing of labor, time or effort to perform or complete a designated task project. Some parts and Goods may be provided by service providers that are necessary and integral to the completion of the contracted Services. Some examples of Services include janitorial, landscaping, and pest control. The emphasis is on physical, rather than professional/intellectual capabilities. Services do not include Public Projects, Public Works Projects, construction, utility services, insurance services, Professional Services, services rendered by City officers or employees, or another governmental agency, or contractual services which are in their nature unique or not subject to competition.

L. "Vendor" means a supplier of Goods, Services, Professional Services, or Public Projects. A Vendor may also be referred to generally as a consultant, contractor, or business, except that with respect to Public Projects, the term contractor has the meaning ascribed to it in the Public Contract Code and other applicable law.

3.04.040 Purchasing Officer.

A. The City Manager is the City's Purchasing Officer, and with the exception of contracts for legal services, supervises the purchasing and contracting functions described in this Chapter. The Purchasing Officer is responsible for the overall administration of the requirements and policies codified in this Chapter. The Purchasing Officer may delegate authority, in writing, to Department Directors (Designee) within the City to purchase certain Goods, Services, or Professional Services, when such a delegation is necessary for the efficient procurement of Goods, Services, or construction and provided that the exercise by the Designee of such delegated authority otherwise complies with this Chapter.

B. The City Attorney is the City's Purchasing Officer for all contracts for legal services.

3.04.050 Contracting Authority.

A. Authority of the City Manager. The City Council hereby authorizes the City Manager to execute any contract up to $75,000 (seventy-five thousand dollars) in

total compensation, subject to approval as to legal form by the City Attorney, the availability of funds, and compliance with this Chapter.

B. Contracts for Legal Services. Contracts for legal services may be executed by the City Attorney for up to $100,000 (one hundred thousand dollars) for terms of up to five years or until the conclusion of all matters assigned to the outside law firm under the subject contract, whichever date is later.

C. Award of contract by City Council. Unless otherwise provided in this Chapter or applicable City Council Resolution, all contracts for an amount exceeding $75,000 (seventy-five thousand dollars) must be authorized by the City Council.

D. Informal Solicitation of Bids, Proposals, and Small Purchases. Contracts for Goods or Services for an amount up to $75,000 (seventy-five thousand dollars) may be made in accordance with the informal solicitation and small purchase procedures authorized in this section.

1. Informal Bids or Quotes. No fewer than three businesses shall be solicited to submit Bids or Quotes. Award shall be made to the business offering the lowest responsive Quote or Bid.

2. Small Purchases of up to $10,000. At the discretion of the Purchasing Officer, purchases of up to $10,000 (ten thousand dollars) may be made on the open market without competitive (formal) or informal solicitation, Bids or Quotes, or Request for Proposals

3.04.060 Contracts for Designated Professional Services.

Contracts for Professional Services not conducive to bidding including, but not limited to, accountants, appraisers, archaeologists, architects, attorneys, consultants, engineers, physicians, and real estate brokers may be awarded using a Request for Proposal process, without Formal or other Bids, as provided in this section, or may be awarded on the basis of responses to informal bids or Request for Qualifications.

A. Responses to a Request for Proposals, or statements of qualifications, shall include the following information: scope of work; plans and specifications, if applicable; time; schedule; cost; rates, if applicable; insurance requirements; and list of key individuals or employees who will be assigned to the project, and their qualifications; and any other information the City may wish in its discretion to include.

B. Proposals will be reviewed and evaluated according to: experience and expertise in the field; quality of consultant's work; ability of firm or consultant to meet project deadlines; demonstrated competence necessary for the performance of the services required; professional qualifications; overall cost of the service; and past performance on similar projects.

C. Prior to selecting a service provider, the City may engage in discussions and negotiations with one or more parties submitting proposals to refine the proposals, negotiate the terms of proposals, or negotiate the fees, charges or other elements of the proposals.

D. In the event there is only one individual or firm that can provide or is especially suited to providing the required professional service in a timely manner, the Purchasing Officer may waive the requirements for solicitation of multiple proposals.

3.04.070 Formal Bids – Competitive Sealed Bid Process.

Either the Formal Bid (competitive sealed bid) process, or Request for Proposal process, shall be used for the purchase of Goods, equipment, or procurement of Services in an amount more than $75,000 (seventy-five thousand dollars), except that the limit for Public Works Projects requiring formal bids is set forth in section 3.04.120.

A. Invitation and Notice. A Bid invitation and the public notice inviting Bids shall be issued and shall state the project to be done; include a general description of the work to be Bid; the place the Bids are to be received and the time by which they shall be received; the type and character of bidder's security required, if any; where bidding forms and project documents, including final plans and specifications may be obtained; whether there will be a mandatory pre-bid conference, site visit, etc.; and the time and place for opening Bids.

In addition to the foregoing, contracts for Public Works Projects requiring formal bids shall also comply with the following requirements: The notice inviting formal bids for a Public Works Project shall be published at least 14 calendar days before the date of opening the Bids in a newspaper of general circulation, as that term is defined and used in California Public Contract Code Section 22037. Such notice inviting formal bids shall also be sent electronically, if available, by either facsimile or electronic mail and mailed to all construction trade journals specified in California Public Contract Code section 22036 at least 15 calendar days before the date of opening the Bids.

B. Bid Opening. Bids shall be submitted to the City Clerk and shall be identified as Bids on the envelope. Bids shall be opened publicly in the presence of one or more witnesses at the place and not earlier than the time designated in the invitation for Bids. The tabulation of all Bids received shall be open to public inspection after the bid opening.

C. Bid Evaluation and Acceptance. Bids received at or prior to the time set for bid opening shall be unconditionally accepted without alteration or correction, except as authorized in this Chapter. Bids shall be evaluated based on the requirements set forth in the invitation for Bids, which may include criteria to determine

acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, and other appropriate factors as determined by the City in its discretion. Those criteria that will affect the Bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation for Bids shall set forth the evaluation criteria to be used. No criteria may be used in Bid evaluation that are not set forth in the invitation for Bids. City may waive any informality, irregularity, immaterial defects or technicalities in any Bid or response.

D. Correction or Withdrawal of Bids. Subject to any provisions of federal or state granting authorities to the contrary, correction or withdrawal of inadvertently erroneous Bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, shall be in accordance with this section. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the manner designated in the invitation for bids prior to the time set for bid opening. After bid opening, no corrections to bid or provisions shall be permitted but, in lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if allowed pursuant to applicable law or: (a) the mistake is clearly evident on the face of the bid document, or (b) the bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids shall be supported by a written determination made by the City.

E. Award. The contract shall be awarded to the lowest responsive and responsible bidder following the process of selecting the Bid that meets the requirements and criteria set forth in the invitation for Bids, this Chapter, and applicable law

3.04.080 Request for Proposals or Qualifications.

Purchases of Services of an estimated value greater than $75,000 (seventy-five thousand dollars) shall be awarded in accordance with this section or by formal Bid, excepting legal services and Public Works Projects.

A. Request for Proposals and Notice. A notice requesting proposals ("RFP") shall be issued and shall include a general description of the services to be procured, shall state where proposal forms and specifications may be obtained and the time and place for the delivery of proposals.

B. Evaluation Factors. The RFP shall identify all evaluation factors that will be used by the City, and the relative importance of the evaluation factors, including price.

C. Interviews with Responsible Vendors and Revisions to Proposals. The City may, at its sole discretion, conduct interviews and negotiations with Vendors whose proposals are responsive to the RFP, for the purpose of gaining full understanding of the proposal contents. Vendors shall be accorded consistent treatment with respect to any opportunity for discussion and revision of proposals. Such revisions

may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing Vendors or any information derived from proposals submitted by competing Vendors prior to the conclusion of contract negotiations and final acceptance of contract terms and conditions, unless otherwise required by law or court order.

D. Award. Award shall be made to the responsible Vendor whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors, including price, set forth in the RFP. No other factors or criteria shall be used in the evaluation.

E. Requests for Qualifications. A Request for Qualifications ("RFQ") is a document may be distributed before or separate and independent from initiation of the RFP process to gather Vendor information from multiple companies to generate a pool of prospects and facilitate the RFP review process by identifying candidates which meet desired qualifications. An RFQ may be issued and shall include a general description of the qualifications desired and the services to be procured, shall state where forms and further information may be obtained, and the time and place for the delivery of responses

3.04.090 Exceptions to Formal and Informal Competitive Process.

The solicitation and competitive processes identified in this Chapter, including but not limited to Sections 3.04.050, 3.04.060, 3.04.070, 3.04.080 and 3.04.120 shall not apply in the following circumstances.

A. Emergency.

1. In the case of an emergency, the City, by resolution with a four-fifths vote of the City Council, may declare that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, Services, Professional Services, Public Works Projects, and supplies for those purposes without giving notice for Bids or pursuing a RFP or other competitive procurement process. This emergency determination shall be made by the City Manager. The City Manager is hereby delegated the authority to order any action pursuant to the foregoing provisions of this paragraph. The City Manager shall provide a report to the City Council at the times and frequency required by Public Contract Code Section 22050 of the basis for the emergency purchase or procurement, and for the selection of the particular Vendor or contractor, and if the City Council determines that the emergency purchase or procurement was warranted, the City Council will be requested to ratify the contract. If the City Manager orders any action pursuant to the authority as specified herein,

then the City Manager shall report to the City Council at the times and frequency required pursuant to Section 22050 of the Public Contract Code, the reasons justifying why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency and to allow the City Council to determine, by a four-fifths vote, that there is a need to continue the action, unless the City Manager has terminated that emergency action prior to the City Council's reviewing of the emergency action and making a determination pursuant to this paragraph. The emergency action shall be terminated at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids or other applicable procurement process to let contracts.

2. To the extent applicable and required in connection with a particular project, transaction, funding source, or emergency, the City will adhere to federal standards in an emergency or exigent circumstance (as defined by federal law):

    i. Contracts will include the required contract clauses (2 C.F.R. 200.326 and Appendix II).

    ii. Contracts will include the federal bonding requirements if the contract is for construction of facility improvement (2 C.F.R. 200.325).

    iii. Contracts will be awarded to a responsible contractor (2 C.F.R. 200.318.(h).

    iv. Cost or price analysis will be performed to determine that the cost or price of the contract is fair and reasonable (2 C.F.R. 200.323):

        a. Before receiving bids or proposals, City staff will perform a cost or price analysis to make independent estimates. The method and degree of analysis will be dependent on the facts surrounding the particular procurement situation.

        b. The City will negotiate profit as a separate element of the price for each contract in which there is no price competition, and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

c. Costs or prices based on estimated costs for contracts are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be otherwise allowable.

v. The use of cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used (2 CFR 200.323(c)(d)).

vi. Time and materials contracts (2 CFR 200.318(j)).

a. Time and materials contracts are allowed only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. City will assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls. The contract will include language specifying the ceiling price and limiting duration of the contract.

vii. Piggybacking is allowed for the period of the emergency circumstance.

viii. For all work that is not of a short duration, the existing competitive procurement procedures apply.

B. Sole Source (No Competitive Advantage by Soliciting Bids). A contract may be awarded without competition when the City Manager determines in writing, after conducting a good faith review of available sources, that there is only one source for the required Goods, Services, Professional Services, Public Projects, or construction item. In the case of contracts exceeding the City Manager's authority as set forth in Section 3.04.050.(A), the sole source determination shall be made by the City Council. A statement of the basis for the sole source determination shall be provided to the City Clerk along with the fully-executed contract.

C. Cooperative Purchasing. The City is authorized to enter into cooperative purchasing arrangements with other governmental entities (i.e., joint power authorities) without separate competitive bidding by the City if a governmental agency has solicited bids and awarded a contract for the Goods, Services, Professional Services, or Public Projects which the City desires to obtain, and participation in such an arrangement is agreeable to the bidder awarded the contract.

A contract or Purchase Order directly between the City and the Vendor is required for the purchase of Goods, procurement of Services, Professional Services, or Public Projects rendered through a cooperative purchasing arrangement.

D. Piggyback Purchasing. Piggyback contracting occurs when the law authorizes a governmental entity to purchase Goods, Services, Professional Services, or Public Projects from a Vendor who was awarded a contract from the federal, state, or local government entity through a competitive bid process, and the Vendor agrees to make the Goods or Services available at the same price to the City. The City is authorized, without prior competitive bidding, to contract for the purchase of Goods, procurement of Services, Professional Services, or Public Projects with Vendors who have been awarded contracts by government agencies (including, but not limited to, California Multiple Award Schedule (CMAS) contracts), for the purchase of Goods, procurement of Services, Professional Services, or Public Projects under the competitive processes applicable to the government agency. A contract or Purchase Order directly between the City and the Vendor is required for the purchase of Goods, procurement of Services, Professional Services, or Public Projects rendered through a piggyback purchasing arrangement.

E. Exemptions. Although competitive procurement is strongly encouraged for all contracts, the following types of contracts may be awarded without competitive procurement:

1. Utility services and related charges.

2. Contracts for governmental or proprietary services provided by or with another governmental entity or quasi-public entity.

3. Real property purchases, leases, and related title and escrow fees.

4. Transportation and freight charges when not specifically indicated on a purchase order.

5. Insurance and bond premiums.

6. Advertisements in newspapers, including newspapers of general circulation, or other periodicals.

7. Works of art.

8. Professional services contracts (such as, but not necessarily limited to, environmental consultants) which are completely funded by private development applicants.

9. Purchases of books, periodicals, newspapers, trade journals and other publications.

10. Courier, delivery, messenger, medical payments, court fees, petty cash replenishment, property rentals, subscriptions, or trade circulars or books.

11. Purchase of gasoline, oil, or other automobile care products in connection with the immediate use or emergency repair of City vehicles.

12. Membership dues in professional organizations, conventions, training, travel arrangements, including hotels, car rentals, and air fare.

13. With respect to purchases and non-Public works contracts that are otherwise within the delegated authority of the Purchasing Officer, when the City Manager, after consultation with the City Attorney, determines in writing that special circumstances would cause the implementation of the competitive bidding or other informal or formal bidding or competitive procurement process infeasible, impractical, or otherwise not in the best interest of the City.

14. After the City has completed the applicable steps in accordance with this Chapter to procure a particular contract or purchase, without receiving any qualified responses or viable proposals, and determines that the Goods or Services are still needed.

15. When the City Council, by a majority vote, finds that the City's interests will be served by waiving the requirements of this Chapter for an individual contract.

16. When a specialized bidding process is required by applicable state or federal law and the City abides by that bidding process.

3.04.100 General Requirements.

The following general policies shall apply, if applicable, to: (1) the purchase of Goods (2) the procurement of Services, (3) the procurement of Professional Services, or (4) Public Works Projects.

A. Purchase Orders. Except for purchases made with a City purchase card or using an accounts payable expense form, a Purchase Order must be completed for the purchase of Goods, or the procurement of Services, Professional Services, and for Public Works Projects, in order to encumber the expenditure against the budget.

B. Insurance. A Vendor is required to provide insurance certificates and endorsements. Generally, the types of insurance, amount of coverage, and policy endorsements shall be consistent with the recommendations of City's third-party insurance administrator(s) and the City Manager, or City Manager's designee. The City Manager or designee may waive or reduce the insurance requirements for contracts that do not exceed $75,000 (seventy-five thousand dollars) and the basis for any waiver or reduction shall be documented. The City Council may waive or

reduce the insurance requirements for contracts at their discretion, when City Council approval of a contract is required.

C. Structuring and Splitting. The structuring or splitting of the purchase of Goods, procurement of Services, Professional Services, or Public Works Projects, to avoid any applicable contract authorization limits is prohibited.

D. Delegation of Contracting Authority.

1. The City Council retains all contracting authority not specifically delegated in this Chapter or by adopted Resolution or Policy.

2. Any delegation of contracting authority contained in these policies shall only be exercised (a) in accordance with state law, City ordinances and adopted City policies and procedures, as applicable, and (b) only if adequate funds have been included in the approved City budget for the applicable year or otherwise appropriated by the City Council.

E. Local Vendor Bid Matching Opportunity.

1. Purchasing Goods and Services from Local Vendors is desired because it stimulates the local economy and recognizes Local Vendors as valued members of the Rocklin community. If the lowest bid submitted is not from a Local Vendor, but one or more Local Vendors submitted a bid that is within 5% of the lowest bid, the Local Vendor(s) shall be given an opportunity to match the lowest bid. After reviewing bids, the City will give notice to the Local Vendor with the lowest bid among those within 5% of the lowest bid will be offered the opportunity to match the lowest bid. Should the initial Local Vendor decline to match the lowest bid, the opportunity will be extended sequentially to the next lowest Local Vendor within 5% of the lowest bid, and so forth, until no Local Vendors remain eligible or willing to match the lowest bid.

2. The Local Vendor Bid Matching Opportunity does not apply to Public Works Projects, purchases procured under federal or state requirements, or cooperative or piggy-back purchases through other governmental agencies.

3. The term Local Vendor means a Vendor that has a valid City of Rocklin business license for a location within the incorporated Rocklin City limits, and employs at least one full time employee located at the Rocklin address.

F. Business License. Persons and organizations are required to obtain a City business license if they are conducting business or any gainful activity within the City, whether or not they are located in the City limits. This requirement does not apply if the Vendor's sole business activity is pursuant to a contract with the City

for Professional Services or similar consultant services, as set forth in Chapter 5.04, Business Licenses.

G. Multi-Year Contracts. Unless otherwise approved by the City Council, a contract for Goods or Services may be entered into for any period of time deemed to be in the best interest of the City, up to a maximum of five years, provided that the term of the contract and renewal provisions are included in the original solicitation process. The contract must allow the City to cancel the agreement without penalty if the City Council does not appropriate funds after the first year of the contract. Except for legal services agreements, prior to contract renewal, amendment, or extension beyond a five-year term, departments must conduct competitive procurement in accordance with this Chapter. The City Manager may authorize an exception to this re-bid requirement for good cause, which shall be documented and maintained by the department as set forth in subdivision (K) “Recordkeeping” below.

H. Encumbrance of Funds. Except in cases of emergency, or by order of the City Council, purchase orders shall not be issued and purchases shall not be made unless there exists an unencumbered appropriation in the proper account against which the purchase is charged.

I. Cancellation of Invitations. An invitation for bids, RFP, or RFQ, may be cancelled, or any or all bids or proposals or quotes may be rejected in whole or in part as may be specified in the solicitation. Each solicitation issued by the City may be cancelled and any bid or proposal may be rejected in whole or in part at the City's discretion with or without a showing of good cause.

J. Unlawful Purchases or Contracts. If any officer or employee purchases or contracts for any Goods or Services contrary to the provisions of these policies, such purchase order or contract shall be void and of no effect.

K. Recordkeeping. Each department is responsible for maintaining its own purchasing and contracting records, including RFP and bidding documentation, pursuant to the City's current record retention policy. All original procurement contracts, along with a digital copy of RFP and bidding documentation, must be provided to the City Clerk for safekeeping/recordkeeping purposes. Copies of contracts are acceptable when the original is not available or when contracts are digitally signed.

L. Electronic notices and bidding. To the extent allowed by law, the City may issue Bid invitation and related notices and may receive Bids and supporting materials on Public Works or other contracts over the Internet, online, or by electronic means.

M. Electronic and digital signatures. In any transaction or contract between the City and a Vendor, the City and Vendor may use and accept an electronic signature,

provided the electronic signature complies with applicable law and City policy. The City Manager or designee shall determine the documents for which the City may use and accept electronic or digital signatures. The City Manager or designee shall determine acceptable technologies and vendors to ensure the security and integrity of any data and signatures. In determining which technologies and vendors are acceptable for digital signatures, the City Manager or designee shall comply with applicable regulations, including, but not limited to, ensuring that the level of security used to identify the signer of a document and the level of security used to transmit the signature are sufficient for the transaction being conducted.

N. City Attorney Contract Review. The City Attorney shall approve, as to form and legality, all contracts in excess of $10,000 (ten thousand dollars), including amendments to contracts, prior to the execution of the contract. City Attorney approval on change orders to Public Works Projects is not required, but may be requested, at the discretion of the City Manager responsible for the Public Works Project. The City Attorney may, in his or her discretion, designate or assign the Assistant City Attorney, or outside legal counsel, to perform the City Attorney duties and functions of approving and signing contract documents required by this paragraph.

3.04.110 Disposition of Surplus Supplies, Materials and Equipment.

A. All City departments shall submit to the Purchasing Officer, at such times and in such form as the Purchasing Officer shall prescribe, reports showing all supplies, materials and equipment which are no longer needed or which have become obsolete or worn out. The Purchasing Officer shall have authority to sell all supplies, materials and equipment which cannot be used or which have become unsuitable for City use, or to exchange the same for, or trade in the same on, new supplies, materials and equipment. For items valued in excess of $75,000 (seventy-five thousand dollars), such sales shall be made by solicitation of informal bids/written offers for purchase. If there are no bids, the property may be sold at private sale or disposed of in the manner most economically beneficial to the City.

B. The provisions of subsection A notwithstanding, supplies and equipment which are determined by the City Manager or designee to be no longer useable by the City that may be needed and useable by another public entity or public utility providing Services for the benefit of Rocklin residents, may be offered for sale to such entities at a price determined by the City Manager or designee to be equitable to the purchaser and City. Such items may also be donated to charity or nonprofit organizations.

C. The amount received for any property sold pursuant to this Chapter shall be deposited in the general fund or other fund so designated by the Purchasing Officer.

D. Except as provided by state code, the Purchasing Officer shall determine the disposition of unclaimed or abandoned property in the possession of the Police Department.

3.04.120 Uniform Public Construction Cost Accounting Act.

The City of Rocklin elects to be subject to the Uniform Public Construction Cost Accounting Act (UPCCAA) as set forth in Section 22000, et seq., of the California Public Contract Code (UPCCAA). Public Works contracts, including contracts for Public Projects, are governed by the California Public Contract Code and this Chapter of the Rocklin Municipal Code.

A. Public Projects of $75,000 or less. Public Projects of $75,000 (seventy-five thousand dollars) or less, or in such sum as may be authorized by California Public Contract Code Section§ 22032(a), as may be amended from time to time, may be performed by the employees of the City by force account, by negotiated contract, or by purchase order.

B. Public Projects of $220,000 or less. Public Projects of $220,000 (two hundred twenty thousand dollars) or less, or in such sum as may be authorized by California Public Contract Code Section§ 22032(b), as may be amended from time to time, may be let to contract by informal procedures as set forth in Section 22034 of the UPCCAA.

C. Contractors list. A list of contractors, identified according to categories of work, shall be developed and maintained in accordance with the provisions of California Public Contract Code Section§ 22034 and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

D. Notice inviting informal bids.

1. Where a Public Project is to be performed which is subject to the informal bids provisions of this Chapter, a notice inviting informal bids shall be mailed to all contractors for the category of work to be Bid as shown on the list developed in accordance with the Contractors list provision set forth herein, or to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with California Public Contract Code Section§ 22036, or to all of those shown on the above-referenced Contractors list and the construction trade journals; provided, however, that if the product or service is proprietary in nature such that the City determines it can only be obtained from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

2. The notice inviting informal bids shall describe the project in general terms, how to obtain more detailed information about the project, and state the time and place for the submission of Bids.

3. All mailing of notices to contractors or construction trade journals shall be completed not less than ten (10) calendar days before Bids are due. For the purpose of this section, "mailing" shall include deposit with the United States Postal Service or equivalent delivery services, electronic mail or other electronic means, facsimile transmissions, or personal service.

E. The City Council may delegate the authority to award and execute informal contracts for Public Projects of $220,000 (two hundred twenty thousand dollars) or less or as otherwise authorized by California Public Contract Code 22032(a) or (b), as may be amended from time to time, to the City Manager or designee.

F. If all Bids received are in excess of $220,000 (two hundred twenty thousand dollars), the City Council may, by adoption of a resolution by a four-fifths vote, award the contract, at $235,000 (two hundred thirty-five thousand dollars) or less, or in such sum as may be authorized by California Public Contract Code Section§ 22034(d), to the lowest responsible bidder, if it determines the cost estimate of the City was reasonable.

G. Public Projects of more than $220,000. Public Projects of more than $220,000 (two hundred twenty thousand dollars), or in such sum as may be authorized by California Public Contract Code Section§ 22032(c), shall, except as otherwise provided in the UPCCAA, be let to contract by formal bidding (competitive sealed bid) procedure.

H. Bonds.

1. For Public Works Projects, Bids must include Bid Security in the form required by state law. The City may require a bid bond with any Bid, or a performance bond before entering into a contract, in such amount as it finds reasonably necessary to protect the best interests of the City. The form and amount of any bond shall be described in the notice inviting Bids.

2. The City shall require a payment bond, for one hundred percent of the amount of the contract on Public Works Projects in excess of $25,000 (twenty-five thousand dollars), unless the law authorizes an alternative amount.

I. In cases of emergency. In cases of emergency when repair or replacements are necessary, the governing body may proceed at once to replace or repair any facility without adopting plans, specifications, strain sheets, or working details, or giving notice for Bids to let contracts. The work may be done by day labor under the direction of the governing body, by contractor, or by a combination of the two. If,

due to the emergency, no notice for Bids to let a contract will be given, the City will comply with Public Contract Code Section 22050, as may be implemented by the City from time to time.

J. Rejection of Bids. In its discretion, the City may reject any Bids presented in accordance with Section 22038 of the UPCCAA.

Section 4. **Severability**. If any section, sub-section, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions to be declared invalid or unconstitutional.

Section 5. **Environmental Analysis**. The City Council hereby finds that this ordinance is not subject to review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15060, Subdivision (c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061, Subdivision (b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

Section 6. **Effective Date**. This ordinance shall become effective March 1, 2025.

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 January 14, 2025, by the following vote:

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

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rocklin held on _____, 2025, by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk

First Reading: 01.14.2025
Second Reading:
Effective Date:

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROCKLIN ELECTING TO BECOME SUBJECT TO THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

WHEREAS, pursuant to Public Contract Code section 20160, *et seq.*, general law cities in California must competitively bid all public projects in excess of $5,000 in accordance with State mandated competitive formal bidding procedures; and

WHEREAS, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

WHEREAS, Public Contract Code section 22000 *et seq*., the Uniform Public Construction Cost Accounting Act (the Act or the UPCCAA), establishes such a uniform cost accounting standard; and

WHEREAS, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects; and

WHEREAS, the City of Rocklin desires to become subject to the UPCCAA.

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

Section 1. The City Council of the City of Rocklin hereby elects under Public Contract Code section 22030 to become subject to the uniform public construction cost accounting procedures set forth in the UPCCAA and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended, and directs that the City Clerk notify the State Controller forthwith of this election.

Section 2. This Resolution shall become effective March 1, 2025.

PASSED AND ADOPTED this 14th day of January, 2025 by the following vote:

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

_____
Jill Gayaldo, Mayor

ATTEST:

_____
Avinta Singh, City Clerk